

TABLE OF CONTENTS;

PART I – THE SCHEDULE

| SECTION | DESCRIPTION | PAGES |
|---------|---------------------------------------|---------|
| A | SOLICITATION/CONTRACT FORM | 1 |
| B | SUPPLIES OR SERVICES AND PRICES/COSTS | 2 – 13 |
| C | DESCRIPTION/SPECS/WORK STATEMENT | 14 – 20 |
| D | PACKAGING AND MARKING | 21 |
| E | INSPECTION AND ACCEPTANCE | 21 |
| F | DELIVERIES OR PERFORMANCE | 22 - 23 |
| G | CONTRACT ADMINISTRATION DATA | 24 - 29 |
| H | SPECIAL CONTRACT REQUIREMENTS | 30 - 34 |

PART II – CONTRACT CLAUSES

| | | |
|---|------------------|---------|
| I | CONTRACT CLAUSES | 35 - 48 |
|---|------------------|---------|

PART III – LIST OF ATTACHMENTS

| | | |
|---|--|----|
| J | LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH. | 49 |
|---|--|----|

PART IV – REPRESENTATIONS AND INSTRUCTIONS

| | | |
|---|--|---------|
| K | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | 50 - 57 |
| L | INSTRS., CONDS., AND NOTICES TO OFFERORS | 58 - 73 |
| M | EVALUATION FACTORS FOR AWARD. | 74 - 78 |

PART I - SECTION B
SUPPLIES/SERVICES AND PRICES/COST

B.1 OVERVIEW

The FAA will procure support in accordance with individual Technical Directives prepared and processed per procedures contained in Section G.6, TECHNICAL DIRECTIVE PROCEDURES, of this contract. The Contractor is not authorized to expend any hours or incur any costs until the Contractor is in receipt of a fully executed modification that issues Technical Directive or other direction from the Contracting Officer (CO).

The basic period of the contract shall be twelve (12) months with four (4) options to extend the period of performance for subsequent twelve (12) month periods. The Contractor shall provide the necessary services to accomplish the requirements identified within the scope of Part I, Section C, WORK STATEMENT.

This contract is a Cost-Plus-Fixed-Fee, Level of Effort type.

B.2 ESTIMATED MAXIMUM LEVEL OF EFFORT REQUIRED

In accordance with B.3, SUPPLIES OR SERVICES/CLIN STRUCTURE, the Contractor shall provide Direct Productive Labor Hours (DPLH) up to the maximum quantity stated below:

| <u>Performance Period</u> | <u>DPLH</u> |
|---------------------------|----------------|
| Base Period | 255,680 |
| Option Year 1 | 262,260 |
| Option Year 2 | 262,260 |
| Option Year 3 | 262,260 |
| <u>Option Year 4</u> | <u>262,260</u> |
| Total | 1,304,720 |

The above hours represent estimates for the maximum hours to be awarded for each performance period through Technical Directives. Actual hours will be determined by individual Technical Directives.

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B.3 SUPPLIES OR SERVICES/CLIN STRUCTURE

B.3.1 CLIN 0001 - BASE YEAR (12 MONTHS)

| Description | Categories / Skill Level | Unburdened Hourly Rate | No. of Hours | Estimated Cost | Total Estimated Cost |
|--------------|------------------------------|------------------------|--------------|----------------|----------------------|
| Direct Costs | | | | | |
| Labor | Program Mgr. | \$ | 940 | \$ | |
| Labor | Task Lead 1 | \$ | 15,980 | \$ | |
| Labor | Project Lead 1 | \$ | 8,460 | \$ | |
| Labor | Project Lead 2 | \$ | 3,760 | \$ | |
| Labor | Administrative Assistant 1 | \$ | 16,920 | \$ | |
| Labor | Administrative Assistant 2 | \$ | 15,980 | \$ | |
| Labor | Administrative Assistant 3 | \$ | 3,760 | \$ | |
| Labor | Business Specialist 1 | \$ | 1,880 | \$ | |
| Labor | Business Specialist 2 | \$ | 5,640 | \$ | |
| Labor | Training Specialist 1 | \$ | 1,880 | \$ | |
| Labor | Training Specialist 2 | \$ | 2,820 | \$ | |
| Labor | Technical Writer 1 | \$ | 6,580 | \$ | |
| Labor | Technical Writer 2 | \$ | 0 | \$ | |
| Labor | Technical Writer 3 | \$ | 4,700 | \$ | |
| Labor | Graphic Artist 1 | \$ | 2,820 | \$ | |
| Labor | Financial/Budget Analyst 1 | \$ | 12,220 | \$ | |
| Labor | Financial/Budget Analyst 2 | \$ | 3,760 | \$ | |
| Labor | Financial/Budget Analyst 3 | \$ | 940 | \$ | |
| Labor | Cost Analyst 1 | \$ | 2,820 | \$ | |
| Labor | Project Control Specialist 2 | \$ | 940 | \$ | |
| Labor | Project Control Specialist 3 | \$ | 940 | \$ | |
| Labor | Program Management Analyst 1 | \$ | 15,040 | \$ | |
| Labor | Program Management Analyst 2 | \$ | 18,800 | \$ | |
| Labor | Program Management Analyst 3 | \$ | 16,920 | \$ | |
| Labor | Program Management Analyst 4 | \$ | 2,820 | \$ | |
| Labor | Program Management Analyst 5 | \$ | 1,880 | \$ | |
| Labor | Program Analyst 1 | \$ | 20,680 | \$ | |
| Labor | Program Analyst 2 | \$ | 23,500 | \$ | |
| Labor | Program Analyst 3 | \$ | 11,280 | \$ | |
| Labor | Program Analyst 3 | \$ | 4,700 | \$ | |
| Labor | Program Specialist 1 | \$ | 3,760 | \$ | |
| Labor | Program Specialist 2 | \$ | 1,880 | \$ | |
| Labor | Program Specialist 3 | \$ | 3,760 | \$ | |

| Description | Categories / Skill Level | Unburdened Hourly Rate | No. of Hours | Estimated Cost | Total Estimated Cost |
|----------------------------------|-------------------------------|------------------------|--------------|----------------|----------------------|
| Continued. | | | | | |
| Direct Costs | | | | | |
| Labor | Operations Research Analyst 1 | \$ | 3,760 | \$ | |
| Labor | Operations Research Analyst 2 | \$ | 2,820 | \$ | |
| Labor | Subj. Mtrr. Expt. | \$ | 940 | \$ | |
| Labor | COOP Student | \$ | 9,400 | \$ | |
| Labor | Total Estimated Cost. | | 255,680 Hrs. | | \$ |
| | | | | | |
| Indirect Costs | | | | | |
| Overhead | Rate % On Site | | | \$ | \$ |
| Overhead | Rate % Off Site | | | \$ | \$ |
| | | | | | |
| Other Direct Costs | Travel* \$477,000 | | | \$477,000 | \$477,000 |
| Other Direct Costs | Other \$400,000 | | | \$400,000 | \$400,000 |
| | | | | | |
| G&A | Rate % | | | \$ | \$ |
| | | | | | |
| Total Estd. Cost | | | | | \$ |
| Fixed Fee. | %* | | | | \$ |
| Total Estd. Cost-Plus-Fixed-Fee. | | | | | \$ |

(*) Travel Costs are "pass through" costs and shall not be considered as part of the basis for fee computation.

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B.3.2 CLIN 0002 - OPTION YEAR 1 (12 MONTHS)

| Description | Categories / Skill Level | Unburdened Hourly Rate | No. of Hours | Estimated Cost | Total Estimated Cost |
|--------------|------------------------------|------------------------|--------------|----------------|----------------------|
| Direct Costs | | | | | |
| Labor | Program Mgr. | \$ | 940 | \$ | |
| Labor | Task Lead 1 | \$ | 16,920 | \$ | |
| Labor | Project Lead 1 | \$ | 8,460 | \$ | |
| Labor | Project Lead 2 | \$ | 3,760 | \$ | |
| Labor | Administrative Assistant 1 | \$ | 16,920 | \$ | |
| Labor | Administrative Assistant 2 | \$ | 17,860 | \$ | |
| Labor | Administrative Assistant 3 | \$ | 3,760 | \$ | |
| Labor | Business Specialist 1 | \$ | 1,880 | \$ | |
| Labor | Business Specialist 2 | \$ | 5,640 | \$ | |
| Labor | Training Specialist 1 | \$ | 2,820 | \$ | |
| Labor | Training Specialist 2 | \$ | 2,820 | \$ | |
| Labor | Technical Writer 1 | \$ | 6,580 | \$ | |
| Labor | Technical Writer 2 | \$ | 1,880 | \$ | |
| Labor | Technical Writer 3 | \$ | 4,700 | \$ | |
| Labor | Graphic Artist 1 | \$ | 2,820 | \$ | |
| Labor | Financial/Budget Analyst 1 | \$ | 13,160 | \$ | |
| Labor | Financial/Budget Analyst 2 | \$ | 3,760 | \$ | |
| Labor | Financial/Budget Analyst 3 | \$ | 940 | \$ | |
| Labor | Cost Analyst 1 | \$ | 2,820 | \$ | |
| Labor | Project Control Specialist 2 | \$ | 940 | \$ | |
| Labor | Project Control Specialist 3 | \$ | 940 | \$ | |
| Labor | Program Management Analyst 1 | \$ | 15,040 | \$ | |
| Labor | Program Management Analyst 2 | \$ | 18,800 | \$ | |
| Labor | Program Management Analyst 3 | \$ | 16,920 | \$ | |
| Labor | Program Management Analyst 4 | \$ | 2,820 | \$ | |
| Labor | Program Management Analyst 5 | \$ | 1,880 | \$ | |
| Labor | Program Analyst 1 | \$ | 20,680 | \$ | |
| Labor | Program Analyst 2 | \$ | 23,500 | \$ | |
| Labor | Program Analyst 3 | \$ | 11,280 | \$ | |
| Labor | Program Analyst 3 | \$ | 4,700 | \$ | |
| Labor | Program Specialist 1 | \$ | 3,760 | \$ | |
| Labor | Program Specialist 2 | \$ | 1,880 | \$ | |
| Labor | Program Specialist 3 | \$ | 3,760 | \$ | |

| Description | Categories / Skill Level | Unburdened Hourly Rate | No. of Hours | Estimated Cost | Total Estimated Cost |
|----------------------------------|-------------------------------|------------------------|--------------|----------------|----------------------|
| Continued. | | | | | |
| Direct Costs | | | | | |
| Labor | Operations Research Analyst 1 | \$ | 3,760 | \$ | |
| Labor | Operations Research Analyst 2 | \$ | 2,820 | \$ | |
| Labor | Subj. Mtrr. Expt. | \$ | 940 | \$ | |
| Labor | COOP Student | \$ | 9,400 | \$ | |
| Labor | Total Estimated Cost. | | 262,260 Hrs. | | \$ |
| | | | | | |
| Indirect Costs | | | | | |
| Overhead | Rate % On Site | | | \$ | \$ |
| Overhead | Rate % Off Site | | | \$ | \$ |
| | | | | | |
| Other Direct Costs | Travel* \$477,000 | | | \$477,000 | \$477,000 |
| Other Direct Costs | Other \$400,000 | | | \$400,000 | \$400,000 |
| | | | | | |
| G&A | Rate % | | | \$ | \$ |
| | | | | | |
| Total Estd. Cost | | | | | \$ |
| Fixed Fee. | %* | | | | \$ |
| Total Estd. Cost-Plus-Fixed-Fee. | | | | | \$ |

(*) Travel Costs are “pass through” costs and shall not be considered as part of the basis for fee computation.

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B.3.3 CLIN 0003 - OPTION YEAR 2 (12 MONTHS)

| Description | Categories / Skill Level | Unburdened Hourly Rate | No. of Hours | Estimated Cost | Total Estimated Cost |
|--------------|------------------------------|------------------------|--------------|----------------|----------------------|
| Direct Costs | | | | | |
| Labor | Program Mgr. | \$ | 940 | \$ | |
| Labor | Task Lead 1 | \$ | 16,920 | \$ | |
| Labor | Project Lead 1 | \$ | 8,460 | \$ | |
| Labor | Project Lead 2 | \$ | 3,760 | \$ | |
| Labor | Administrative Assistant 1 | \$ | 16,920 | \$ | |
| Labor | Administrative Assistant 2 | \$ | 17,860 | \$ | |
| Labor | Administrative Assistant 3 | \$ | 3,760 | \$ | |
| Labor | Business Specialist 1 | \$ | 1,880 | \$ | |
| Labor | Business Specialist 2 | \$ | 5,640 | \$ | |
| Labor | Training Specialist 1 | \$ | 2,820 | \$ | |
| Labor | Training Specialist 2 | \$ | 2,820 | \$ | |
| Labor | Technical Writer 1 | \$ | 6,580 | \$ | |
| Labor | Technical Writer 2 | \$ | 1,880 | \$ | |
| Labor | Technical Writer 3 | \$ | 4,700 | \$ | |
| Labor | Graphic Artist 1 | \$ | 2,820 | \$ | |
| Labor | Financial/Budget Analyst 1 | \$ | 13,160 | \$ | |
| Labor | Financial/Budget Analyst 2 | \$ | 3,760 | \$ | |
| Labor | Financial/Budget Analyst 3 | \$ | 940 | \$ | |
| Labor | Cost Analyst 1 | \$ | 2,820 | \$ | |
| Labor | Project Control Specialist 2 | \$ | 940 | \$ | |
| Labor | Project Control Specialist 3 | \$ | 940 | \$ | |
| Labor | Program Management Analyst 1 | \$ | 15,040 | \$ | |
| Labor | Program Management Analyst 2 | \$ | 18,800 | \$ | |
| Labor | Program Management Analyst 3 | \$ | 16,920 | \$ | |
| Labor | Program Management Analyst 4 | \$ | 2,820 | \$ | |
| Labor | Program Management Analyst 5 | \$ | 1,880 | \$ | |
| Labor | Program Analyst 1 | \$ | 20,680 | \$ | |
| Labor | Program Analyst 2 | \$ | 23,500 | \$ | |
| Labor | Program Analyst 3 | \$ | 11,280 | \$ | |
| Labor | Program Analyst 3 | \$ | 4,700 | \$ | |
| Labor | Program Specialist 1 | \$ | 3,760 | \$ | |
| Labor | Program Specialist 2 | \$ | 1,880 | \$ | |
| Labor | Program Specialist 3 | \$ | 3,760 | \$ | |

| Description | Categories / Skill Level | Unburdened Hourly Rate | No. of Hours | Estimated Cost | Total Estimated Cost |
|----------------------------------|-------------------------------|------------------------|--------------|----------------|----------------------|
| Continued. | | | | | |
| Direct Costs | | | | | |
| Labor | Operations Research Analyst 1 | \$ | 3,760 | \$ | |
| Labor | Operations Research Analyst 2 | \$ | 2,820 | \$ | |
| Labor | Subj. Mtrr. Expt. | \$ | 940 | \$ | |
| Labor | COOP Student | \$ | 9,400 | \$ | |
| Labor | Total Estimated Cost. | | 262,260 Hrs. | | \$ |
| | | | | | |
| Indirect Costs | | | | | |
| Overhead | Rate % On Site | | | \$ | \$ |
| Overhead | Rate % Off Site | | | \$ | \$ |
| | | | | | |
| Other Direct Costs | Travel* \$477,000 | | | \$477,000 | \$477,000 |
| Other Direct Costs | Other \$400,000 | | | \$400,000 | \$400,000 |
| | | | | | |
| G&A | Rate % | | | \$ | \$ |
| | | | | | |
| Total Estd. Cost | | | | | \$ |
| Fixed Fee. | %* | | | | \$ |
| Total Estd. Cost-Plus-Fixed-Fee. | | | | | \$ |

(*) Travel Costs are “pass through” costs and shall not be considered as part of the basis for fee computation.

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B.3.4 CLIN 0004 - OPTION YEAR 3 (12 MONTHS)

| Description | Categories / Skill Level | Unburdened Hourly Rate | No. of Hours | Estimated Cost | Total Estimated Cost |
|--------------|------------------------------|------------------------|--------------|----------------|----------------------|
| Direct Costs | | | | | |
| Labor | Program Mgr. | \$ | 940 | \$ | |
| Labor | Task Lead 1 | \$ | 16,920 | \$ | |
| Labor | Project Lead 1 | \$ | 8,460 | \$ | |
| Labor | Project Lead 2 | \$ | 3,760 | \$ | |
| Labor | Administrative Assistant 1 | \$ | 16,920 | \$ | |
| Labor | Administrative Assistant 2 | \$ | 17,860 | \$ | |
| Labor | Administrative Assistant 3 | \$ | 3,760 | \$ | |
| Labor | Business Specialist 1 | \$ | 1,880 | \$ | |
| Labor | Business Specialist 2 | \$ | 5,640 | \$ | |
| Labor | Training Specialist 1 | \$ | 2,820 | \$ | |
| Labor | Training Specialist 2 | \$ | 2,820 | \$ | |
| Labor | Technical Writer 1 | \$ | 6,580 | \$ | |
| Labor | Technical Writer 2 | \$ | 1,880 | \$ | |
| Labor | Technical Writer 3 | \$ | 4,700 | \$ | |
| Labor | Graphic Artist 1 | \$ | 2,820 | \$ | |
| Labor | Financial/Budget Analyst 1 | \$ | 13,160 | \$ | |
| Labor | Financial/Budget Analyst 2 | \$ | 3,760 | \$ | |
| Labor | Financial/Budget Analyst 3 | \$ | 940 | \$ | |
| Labor | Cost Analyst 1 | \$ | 2,820 | \$ | |
| Labor | Project Control Specialist 2 | \$ | 940 | \$ | |
| Labor | Project Control Specialist 3 | \$ | 940 | \$ | |
| Labor | Program Management Analyst 1 | \$ | 15,040 | \$ | |
| Labor | Program Management Analyst 2 | \$ | 18,800 | \$ | |
| Labor | Program Management Analyst 3 | \$ | 16,920 | \$ | |
| Labor | Program Management Analyst 4 | \$ | 2,820 | \$ | |
| Labor | Program Management Analyst 5 | \$ | 1,880 | \$ | |
| Labor | Program Analyst 1 | \$ | 20,680 | \$ | |
| Labor | Program Analyst 2 | \$ | 23,500 | \$ | |
| Labor | Program Analyst 3 | \$ | 11,280 | \$ | |
| Labor | Program Analyst 3 | \$ | 4,700 | \$ | |
| Labor | Program Specialist 1 | \$ | 3,760 | \$ | |
| Labor | Program Specialist 2 | \$ | 1,880 | \$ | |
| Labor | Program Specialist 3 | \$ | 3,760 | \$ | |

| Description | Categories / Skill Level | Unburdened Hourly Rate | No. of Hours | Estimated Cost | Total Estimated Cost |
|----------------------------------|-------------------------------|------------------------|--------------|----------------|----------------------|
| Continued. | | | | | |
| Direct Costs | | | | | |
| Labor | Operations Research Analyst 1 | \$ | 3,760 | \$ | |
| Labor | Operations Research Analyst 2 | \$ | 2,820 | \$ | |
| Labor | Subj. Mtrr. Expt. | \$ | 940 | \$ | |
| Labor | COOP Student | \$ | 9,400 | \$ | |
| Labor | Total Estimated Cost. | | 262,260 Hrs. | | \$ |
| | | | | | |
| Indirect Costs | | | | | |
| Overhead | Rate % On Site | | | \$ | \$ |
| Overhead | Rate % Off Site | | | \$ | \$ |
| | | | | | |
| Other Direct Costs | Travel* \$477,000 | | | \$477,000 | \$477,000 |
| Other Direct Costs | Other \$400,000 | | | \$400,000 | \$400,000 |
| | | | | | |
| G&A | Rate % | | | \$ | \$ |
| | | | | | |
| Total Estd. Cost | | | | | \$ |
| Fixed Fee. | %* | | | | \$ |
| Total Estd. Cost-Plus-Fixed-Fee. | | | | | \$ |

(*) Travel Costs are “pass through” costs and shall not be considered as part of the basis for fee computation.

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B.3.5 CLIN 0005 - OPTION YEAR 4 (12 MONTHS)

| Description | Categories / Skill Level | Unburdened Hourly Rate | No. of Hours | Estimated Cost | Total Estimated Cost |
|--------------|------------------------------|------------------------|--------------|----------------|----------------------|
| Direct Costs | | | | | |
| Labor | Program Mgr. | \$ | 940 | \$ | |
| Labor | Task Lead 1 | \$ | 16,920 | \$ | |
| Labor | Project Lead 1 | \$ | 8,460 | \$ | |
| Labor | Project Lead 2 | \$ | 3,760 | \$ | |
| Labor | Administrative Assistant 1 | \$ | 16,920 | \$ | |
| Labor | Administrative Assistant 2 | \$ | 17,860 | \$ | |
| Labor | Administrative Assistant 3 | \$ | 3,760 | \$ | |
| Labor | Business Specialist 1 | \$ | 1,880 | \$ | |
| Labor | Business Specialist 2 | \$ | 5,640 | \$ | |
| Labor | Training Specialist 1 | \$ | 2,820 | \$ | |
| Labor | Training Specialist 2 | \$ | 2,820 | \$ | |
| Labor | Technical Writer 1 | \$ | 6,580 | \$ | |
| Labor | Technical Writer 2 | \$ | 1,880 | \$ | |
| Labor | Technical Writer 3 | \$ | 4,700 | \$ | |
| Labor | Graphic Artist 1 | \$ | 2,820 | \$ | |
| Labor | Financial/Budget Analyst 1 | \$ | 13,160 | \$ | |
| Labor | Financial/Budget Analyst 2 | \$ | 3,760 | \$ | |
| Labor | Financial/Budget Analyst 3 | \$ | 940 | \$ | |
| Labor | Cost Analyst 1 | \$ | 2,820 | \$ | |
| Labor | Project Control Specialist 2 | \$ | 940 | \$ | |
| Labor | Project Control Specialist 3 | \$ | 940 | \$ | |
| Labor | Program Management Analyst 1 | \$ | 15,040 | \$ | |
| Labor | Program Management Analyst 2 | \$ | 18,800 | \$ | |
| Labor | Program Management Analyst 3 | \$ | 16,920 | \$ | |
| Labor | Program Management Analyst 4 | \$ | 2,820 | \$ | |
| Labor | Program Management Analyst 5 | \$ | 1,880 | \$ | |
| Labor | Program Analyst 1 | \$ | 20,680 | \$ | |
| Labor | Program Analyst 2 | \$ | 23,500 | \$ | |
| Labor | Program Analyst 3 | \$ | 11,280 | \$ | |
| Labor | Program Analyst 3 | \$ | 4,700 | \$ | |
| Labor | Program Specialist 1 | \$ | 3,760 | \$ | |
| Labor | Program Specialist 2 | \$ | 1,880 | \$ | |
| Labor | Program Specialist 3 | \$ | 3,760 | \$ | |

| Description | Categories / Skill Level | Unburdened Hourly Rate | No. of Hours | Estimated Cost | Total Estimated Cost |
|----------------------------------|-------------------------------|------------------------|--------------|----------------|----------------------|
| Continued. | | | | | |
| Direct Costs | | | | | |
| Labor | Operations Research Analyst 1 | \$ | 3,760 | \$ | |
| Labor | Operations Research Analyst 2 | \$ | 2,820 | \$ | |
| Labor | Subj. Mtrr. Expt. | \$ | 940 | \$ | |
| Labor | COOP Student | \$ | 9,400 | \$ | |
| Labor | Total Estimated Cost. | | 262,260 Hrs. | | \$ |
| | | | | | |
| Indirect Costs | | | | | |
| Overhead | Rate % On Site | | | \$ | \$ |
| Overhead | Rate % Off Site | | | \$ | \$ |
| | | | | | |
| Other Direct Costs | Travel* \$477,000 | | | \$477,000 | \$477,000 |
| Other Direct Costs | Other \$400,000 | | | \$400,000 | \$400,000 |
| | | | | | |
| G&A | Rate % | | | \$ | \$ |
| | | | | | |
| Total Estd. Cost | | | | | \$ |
| Fixed Fee. | %* | | | | \$ |
| Total Estd. Cost-Plus-Fixed-Fee. | | | | | \$ |

(*) Travel Costs are “pass through” costs and shall not be considered as part of the basis for fee computation.

B.4 LEVEL OF EFFORT

(a) In the performance of the Technical Directives issued pursuant to the ordering procedures of this contract, the Contractor shall provide up to the level of effort (man-hours) specified in Section B.3. For each level of effort CLIN, the total level of effort ordered for the performance of this contract shall include total direct labor man-hours, including subcontracting and consultant direct labor.

(b) Of the total man-hours of direct labor set forth in Section B.3, zero man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract, as authorized per individual Technical Directives, and shall not include time and effort expended on such things as a local travel to and from an employee’s usual

work location, uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations, or other time and effort which does not have a specific and direct contribution to the tasks described in technical directives issued in accordance with Sections B and C of the contract. The contractor shall expend man-hours only in the performance of Technical Directives issued in accordance with the ordering procedures of this contract.

(d) The level of effort delineated in Section B.3 is provided as the Governments best maximum estimate. Changes in programmatic requirements may cause an increase or decrease in the number of man-hours identified in Section B.3. The Contractor shall be required to provide all man-hours which may be needed to complete the Technical Directives issued during the term of the contract. However, the Contractor shall not proceed beyond either the established Technical Directives level of effort, or the Section B CLIN level of effort unless authorized to do so in a task order modification or contract modification issued by the Contracting Officer.

(e) If the total level of effort specified in Section B is not provided by the Contractor during the period of the contract CLIN, the Contracting Officer, at its sole discretion, shall either

(1) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Section B Fixed Fee} \times \frac{(\text{Section B LOE} - \text{Expended LOE})}{\text{Section B LOE}}$$

Or (2) subject to the provisions of the contract clause entitled "LIMITATION OF COST", require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in Section B shall have been expended, at no increase in the fee of this contract.

(f) The Contractor shall provide and maintain an accounting system, acceptable to the Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of the contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(g) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information, in writing, to the Contracting Officer: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds; and, in the case of an underrun in man-hours specified as the total level of effort, (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor and consultant information.

(h) Notwithstanding any provisions in the above paragraphs, and as directed by the Contracting Officer, the Contractor may furnish man-hours up to ten percent in excess of the total man-hours specified in Section B, provided that the additional effort is furnished within the terms hereof, and provided further that no increase in the estimated cost or fee is required.

(i) Nothing in this clause shall be construed to constitute authorization for work not in accordance with the "Limitation of Cost", or Limitation of Funds" clauses of the contract.

PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

C.1 BACKGROUND

This Statement of Work (SOW) sets forth the requirements for the Air Traffic Organization's System Operations Services (hence to forth to be referred to as the AJR) contract which will provide the necessary management and administrative support services to accomplish its mission.

AJR is responsible for overall traffic flow management, planning, analysis, and implementation of the FAA Safety Management System (SMS), airspace re-design, managing the operational authorization of unmanned aircraft operations, implementation of Area Navigation/Required Navigation Performance Area Navigation (RNAV), Required Navigation Performance (RNP), Air Traffic Demand Analysis (SLOT) Program, and development of technical policies, standards, and procedures. AJR provides the Air Traffic Organization (ATO) daily interface with the Department of Defense (DOD) and Department of Homeland Security (DHS) at the national and military command levels regarding national security, air transportation security issues, safety, which include daily operational issues as well as planning for future operations.

AJR also provides real time evaluation of Air Traffic Control (ATC) services, requirements for weather observation and reporting standards in accordance with the National Weather Services (NWS) standards, acquisition of weather systems to support the ATO, performance analysis for ATC metrics, and formalized agreement with other ATO organizations. In addition, AJR is responsible for development of national policies and guidance for the Federal Aviation Administration's (FAA) contract flight services stations and management oversight for the Flight Services FS-21 Services Program Contract.

C.2 SCOPE

The contractor must provide quality management and administrative support services for the AJR organization. The Contractor must furnish and make available all management and administrative support labor, as well as management services, supplies, materials, data, and facilities needed to accomplish the requirements set forth in this Section as requested and authorized in the form of individually issued Technical Directives. As directed by the FAA, the contractor may also be required to interface with other contractors, and various FAA and U.S. Government organizations.

This contractor must provide critical management and administrative support primarily to Washington, DC based AJR organizations; however, some support may be required in other locations throughout the United States (see Section F.5 of this document). Should this occur, prior written approval must be obtained from the CO. The SOW functional areas represent a diverse set of work activities, which require a broad range of labor categories and skill levels within each labor category. Technical Directives will be issued in accordance with the procedures indicated in Section G.6 "Technical Directives Procedures".

The Contractor must ensure that all work performed is within the scope of the SOMASS Contract SOW and that it is performed as prescribed in the specific technical directive. The Contractor must ensure that the cost and labor hour estimates indicated on the executed technical directives are not exceeded during the performance, except as authorized by the CO.

The Contractor must manage and administer technical directives developed in accordance with the Technical Directives procedure contained in Section G.6 of this contract. During execution of the work ordered under Technical Directives, the Contractor must manage and administer the Technical Directives to include timely submission of deliverables required in each Technical Directive.

Some positions may require Secret or Top Secret Security Clearances which will also be identified on Technical Directives.

C.3 CONTRACT MANAGEMENT/CONTRACTOR RESPONSIBILITIES

The Contractor must efficiently and effectively manage the performance under this contract to ensure all the necessary management, administrative, and business (e.g., cost, schedule, and deliverables) requirements of this contract are successfully performed for all activities required in the SOW. The Contractor must designate a Program Manager with full responsibility, accountability, and authority for the management, control, and coordination of all work to be performed under the SOMASS contract.

The Contractor's Task Leads (TLs) must be the primary points of contact for work to be performed under the resultant contract. The TLs must keep the Program Manager, Contracting Officer, and Contracting Officer's Technical representative (COTR) informed of any potential problems and make recommendations for solutions.

The TL must ensure that all assignments are completed in a thorough and timely manner and prepare written documentation of accomplishments as may be specified in individual Technical Directives. The Contractor must provide sufficient personnel, both in number and qualification to perform work described herein as requested and authorized in the form of individually issued Technical Directives. The FAA requirements in performing this contract demand that the Contractor's technical, managerial, financial, administrative, level of expertise, experience, and demonstrated performance of contractor personnel providing the services must be at the highest level of providing quality support.

C.4 ACRONYMS AND ABBREVIATIONS

A comprehensive list of FAA acronyms and abbreviations is contained on the FAA home page at http://www.faa.gov/airports_airtraffic/airports/resources/acronyms/.

C.5 SYSTEM OPERATIONS MANAGEMENT AND ADMINISTRATIVE SUPPORT (SOMASS) CONTRACT REQUIREMENTS

The tasks that the Contractor must perform will consist of the following requirements for all AJR organizations and Contract Management.

C.5.1 GENERAL REQUIREMENTS

The Contractor must provide capable and competent personnel able to complete the duties stated for each person's applicable labor category description. The Contractor must only provide personnel possessing the skills, knowledge, experience and training to perform non-personal management and administrative support services. To work on this contract all Contractor personnel must be eligible to work in the United States.

General duties are stated below. However, each office within AJR may have slightly different needs. The general duties set forth below have been developed to indicate the types of administrative support services that may have to be performed.

Contractor personnel in any labor category may be expected to perform some, many, or all of the services for that labor category. Please note that the duties listed below are not an exhaustive list of all administrative support services that may be required by FAA under this contract. Contractor personnel assigned in any labor category may not be limited to only the duties specifically stated below, but may have to perform other similar-type administrative duties.

C.5.1.1 GENERAL OFFICE SUPPORT SERVICES

The contractor must:

- * Receive visitors, and refer to appropriate staff. This task may involve coordination with offices outside of FAA (such as Security Office, Parking Office, etc.).
- * Receive calls, take messages, and/or forward to appropriate staff.
- * Handle routine requests for information and refer to appropriate staff for resolution. Routine requests for information may come from a variety of sources such as other government agencies, HQ and regional staff, industry representatives, and concerned citizens.
- * Personally respond to requests for information concerning office procedures.
- * Screen phone calls, visitors, and incoming correspondence. Determine which requests should be handled by the supervisor, appropriate staff member or other offices. Screen official incoming matters and forward only those which require personal attention.
- * Assemble, copy, print, fax, and scan a variety of materials and ensure proper distribution and compliance with office rules and procedures.
- * Create and maintain office files. Assist in the purging and consolidation of office files and reviews for completeness of files.
- * Maintain a variety of administrative lists and charts. Examples include, but are not limited to, organizational charts, phone lists, distribution mailing lists, inventory lists.
- * Provide data entry of pertinent information in various automated systems and using a variety of software programs, including, but not limited to Word, Excel, PowerPoint, Lotus Notes, AJR Cuff Tool, Regis, Delphi.
- * Assist in development and maintenance of Standard Operating Procedures (SOPS), directives, and policies. FAA review and approval is required.

C.5.1.2 MAIL SUPPORT SERVICES

The contractor must:

- * Receive and distribute incoming office mail and inter-office mail. Mail may include paper mail, emails, faxes, etc.
- * Collect and distribute mail. Review incoming mail and determine which can be handled personally and which should be referred.
- * Prepare Federal Express, UPS, and other priority mail shipments.
- * Maintain records and files, such as logs of Federal Express shipments.
- * Coordinate and assemble mass mailings.

C.5.1.3 CALENDAR MAINTENANCE AND SCHEDULING SUPPORT

The contractor must:

- * Maintain FAA Staff calendars (hardcopy and/or electronic).
- * Maintain Office Activity calendars (hardcopy and/or electronic).
- * Manage complex schedules and calendars.
- * Assist in the scheduling of appointments and use of office conference rooms.

C.5.1.4 CORRESPONDENCE SUPPORT

The contractor must:

- * Proofread documents for typographical accuracy and format in accordance with office guidelines.
- * Draft correspondence based on rough copy provided.
- * Prepare and send form letters upon FAA review and approval.
- * Prepare and format a variety of correspondence, including congressional letters, memoranda, surveys, talking points, report, speeches, and budget document upon FAA approval.
- * Review and edit, as necessary, all outgoing and internal correspondence for clarity, grammar, typographical accuracy, and proper format per office or agency guidelines
- * Maintain and update information in Executive Correspondence tracking system.

- * Type correspondence, reports, records, and technical papers. These may include tables, charts, graphs, and presentations as well as various Government forms such as requisition forms, travel authorizations, and travel expense vouchers.
- * Review outgoing materials and correspondence for internal consistency and conformance with supervisor's procedures.

C.5.1.5 OFFICE, FACILITY, AND PROPERTY MANAGEMENT SUPPORT SERVICES

The contractor must:

- * Submit and follow-up on requests for services (includes printing requests, housekeeping requests, office equipment maintenance requests, etc.)
- * Coordinate with appropriate FAA employees to ensure office equipment is maintained and functional.
- * Requisition office supplies, printing materials, maintenance or other services.

C.5.1.6 CONFERENCE, SEMINAR, AND MEETING SUPPORT

The contractor must:

- * Reserve meeting rooms.
- * Arrange for seminars and conferences, including the scheduling of locations/rooms, distribution of agendas, and attendance lists.
- * Assemble conference, seminar, and meeting materials. Pack and unload conference/seminar/meeting materials. Assist with setup of materials.
- * Provide support during conferences/seminars/meetings, including registering participants, maintaining and updating registrant information.
- * Assist with all administrative and logistical matters related to conference/seminar/meeting support services. This includes making travel arrangements and ensuring all proper clearances have been obtained, when needed; negotiating meeting space, equipment, and accommodations; and ensuring quality of arrangements and plan for any special requirements that may be needed.
- * Attend meetings, as requested, and take notes and keep a record of all commitments made and/or reports requests.
- * Record and transcribe minutes. Transcribe presentation notes into speaker notes as required by FAA. Completion dates will be identified at the Technical Directive level.
- * Create, maintain, and update conference-related and seminar-related files, as requested.

C.5.1.7 TRAVEL SUPPORT SERVICES

The contractor must:

- * Make travel arrangements, including ticketing.
- * Prepare/input travel orders and vouchers using specified system (currently Govtrip). FAA will provide necessary training.
- * Reconcile travel documents to ensure forms are completed and returned to the program office and match budgeted amounts and identify sources of discrepancies, if any.
- * Maintain travel associated files.

C.5.1.8 TRAINING SUPPORT

The contractor must:

- * Coordinate with stakeholders to validate System Operations training requirements and evaluate training quality.
- * Assist with coordination of requirements identification, needs analyses, and training design, delivery, evaluation, and management.
- * Assist with design, development, and facilitate System Operations training sessions for stakeholders.
- * Participate in training conferences, and facilitate and coordinate implementation of conference recommendations and materials.
- * Facilitate post training performance critique and development sessions.

* Support enhancement of operations planning collaborative decision process utilizing improved data capabilities.

C.5.1.9 MISCELLANEOUS AND SPECIAL PROJECTS

The contractor must:

- * Assist in preparing reports, as instructed. Reports include FTE reporting, year-end budget reconciliations, as required by FAA. Completion dates will be determined at the Task Order level.
- * Conduct internet searches, as requested. Examples include searching for media inquiries or legislative tracking.
- * Perform special data search tasks/projects, as required. Includes gathering information required to respond to FOIA requests.
- * Coordinate personnel and administrative forms for the office and forward for processing.
- * Collect information from the files or staff for routine inquiries on office programs for periodic reports, and refer non-routine requests to office supervisor or office staff.

C.5.2 SPECIFIC REQUIREMENTS

C.5.2.1. PROGRAM MANAGER

The Program Manager (PM) must have full responsibility, accountability, and authority for the management, control, and coordination of all work to be performed under the SOMASS contract.

All employees assigned to work on this contract will be under the supervision and control of the Contractor's PM. The PM for this contract must meet with the COTR (s) designated on Technical Directive(s) to determine the Government's work requirements as set forth in the Statement of Work and must assure that these requirements are fulfilled in a timely, responsible, professional manner. The PM, in consultation with the COTR designated on the Technical Directive and Office Manager where the employee is assigned, provides guidance and defines the overall objectives of the work, setting priorities and completion dates for assignments accordingly. The Program Manager must be considered Key Personnel for this contract.

C.5.2.2. TASK LEAD

The Contractor must designate Task Lead(s) with responsibility for technical leadership, direction, strategic and tactical planning, and oversight in the management and administration of tasks orders issued by FAA customers. The Task Lead(s) must be responsible for ensuring work requested under their task order is performed properly to ensure customer satisfaction. The Task Leads must be considered Key Personnel for this contract.

C.5.2.3. FINANCIAL SUPPORT SERVICES

The contractor must support all aspects of budget and financial management to include planning/formulation, execution, reconciliation, reporting personnel costs and tracking for all appropriations. Support must also include, but not be limited to, the following:

1. Assist in the development of policies, procedures, and practices for financial management.
2. Assist in preparing variance analyses, developing and coordinating baselines and business cases.
3. Prepare monthly financial status reports.
4. Perform monthly variance analyses through review and analysis of all pertinent program data and measure program execution against program estimates.
5. Attend appropriate program meetings, briefings, and reviews as required to assess program performance.
6. Provide support in the preparation of reports, memoranda, presentations, letters, and other documentation deemed necessary to the effective management of financial and personnel costs.

7. Have a working knowledge of existing FAA acquisition policies and procedures.
8. Develop cost models based on detailed analysis of current staffing and cost data.
9. Provide financial support and analysis for the development of labor and staffing models.
10. Provide financial management planning, formulation, reconciliation, and execution support for all appropriations.
11. Assist in the development of financial metrics, collection plans, and analysis of field data.
12. Assist in reconciliation of financial records using such programs as Cuff Tools, PRISM, REGIS, Delphi, Budget Execution Tool (BET), SAPSs, and other FAA automated tools.
13. Perform property management functions including inventory, bar-coding, tracking, and monitoring of FAA property.
14. Prepare and coordinate telecommunications documents, processes and procedures. Track expenses reports, invoices, and maintenance activities.
15. Assist in the development, evaluation, and completion of procurement requests, acquisition documents, mission need statements, requirements development documents, investment analysis documents, business case decisions, budget formulation, execution, and reconciliation documents, audits, training, human resources, safety, security, performance metrics, transformation and strategic planning, strategic management processes, software development, and other documentation.

C.5.2.4. STRATEGIC PLANNING AND POLICY DEVELOPMENT

The contractor must support all aspects of AJR strategic planning to ensure strong accountability in linking performance outcomes to Agency goals. Such support must include, but not be limited to, the following:

1. Provide expertise in strategic performance, planning and policy development. The contractor must apply appropriate strategies, techniques, and approaches to manage and implement performance measurements.
2. Assist in the development of strategies, initiatives, and metrics to support established AJR goals for safety, security, organizational excellence, etc.
3. Collect and compile qualitative and quantitative information and data.
4. Assist with development and presentation of strategic planning, metrics, and other senior level briefings.
5. Develop and maintain automated databases and integrated program schedules for programs.

C.5.2.5. PROGRAM/PROJECT MANAGEMENT

The contractor must perform program management support for all AJR programs by:

1. Coordinating and tracking program issues, action plans, and resolutions and assisting in preparation of program reviews and program briefing presentations.
2. Supporting collection of program data, perform analyses, research requirements and methodologies and provide outlines of acquisition documents, including project management reviews, technical evaluation plans, procurement packages, and implementation plans as required.
3. Assisting in planning, tracking, and reconciliation of programs issues and related activities.

C.5.2.6. BUSINESS PROCESS RE-ENGINEERING

The Contractor must provide expert advice and assistance in the area of business process re-engineering. This support must include:

1. Study of business organizational models used in private industry and other government agencies with pros and cons relative to FAA application of those models.
2. Provide alternative approaches to the application of Performance Based Organization (PBO) objectives.
3. Develop lessons learned from previous or current application of business unit practices within the FAA.
4. Develop Organizational Models, communication and marketing techniques.
5. Use technology to further business goals.
6. Develop studies of the FAA business environment.
7. Develop methods for linking business models to operations imperatives.

C.5.3 TRAINING REQUIREMENTS

It is the Contractor's responsibility to ensure all Contractor personnel are properly trained. FAA will provide user guides, online training, standard operating procedures, and references for the many off-the-shelf software and non-standard software used throughout FAA. Examples include Cuff Tools, PRISM, REGIS, Delphi, Govtrip, Budget Execution Tool (BET), SAPSs, and other FAA automated tools.

These guides, standard operating procedures, and references will be provided to the Program Manager and Task Leads at the beginning of contract performance, and during the period of performance should updates/changes be made.

The Government will not authorize training for Contractor employees to attend seminars, symposiums, or user group conferences unless the COTR determines that attendance is mandatory for the performance of task requirements and such training is approved, in writing, in advance by COTR.

PART I - SECTION D
PACKAGING AND MARKING

D.1 PRESERVATION, PACKING, AND PACKAGING

Preservation, packing, and packaging for all items delivered hereunder shall be in accordance with the best commercial practices to ensure arrival at the specified destination(s) in an undamaged condition. If applicable, each work authorization will address specific transportation shipping requirements related to the work authorization.

D.2 MARKING

In addition to information provided with shipping instructions, all deliverables shall be marked with the following:

- (a) FAA contract number
- (b) Contractor's name and address
- (c) List of contents, partial or final delivery
- (d) Technical Directive number

PART I - SECTION E
INSPECTION AND ACCEPTANCE

E.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.4-4 INSPECTION OF SERVICES - BOTH FIXED-PRICE & COST REIMBURSEMENT
(APRIL 1996)

E.2 FINAL INSPECTION AND ACCEPTANCE

The Contracting Officer, or his duly authorized representative, is authorized to perform inspection on behalf of the Government for the purpose of acceptance of all materials, data, or services to be provided in each Technical Directive. In this regard, the Contracting Officer's Technical Representative (COTR) is an authorized technical representative of the Contracting Officer. Final acceptance of all deliverables under this contract shall be made by the Contracting Officer.

Inspection, review or the anticipation of acceptance/approval of a deliverable item during the course of its preparation shall not be construed as assurance of acceptance of the finished product.

PART 1- SECTION F
DELIVERIES OR PERFORMANCE

F.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.10.1-9 STOP WORK ORDER (OCTOBER 1996)
- 3.10.1-9 STOP-WORK ORDER, ALTERNATE 1 (OCTOBER 1996)
- 3.10.1-24 NOTICE OF DELAY (FEBRUARY 2009)

F.2 3.8.2-22 SUBSTITUTION OR ADDITION OF PERSONNEL (OCTOBER 2006)

(1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

(2) Substitution of Personnel.

(a) For the first 180 days of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least 60 days (if a security clearance must be obtained, at least 90 days) before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

F.3 PERIOD OF PERFORMANCE

| <u>PERIOD</u> | <u>DURATION OF PERFORMANCE</u> |
|---------------|---|
| Base Contract | From the effective date of award through 12 months, or until the maximum staff-hours are expended, whichever comes first. |
| Option 1: | From the effective date of option exercise through 12 months, or until the maximum staff-hours are expended, whichever comes first. |
| Option 2: | From the effective date of option exercise through 12 months, or until the maximum staff-hours are expended, whichever comes first. |
| Option 3: | From the effective date of option exercise through 12 months, or until the maximum staff-hours are expended, whichever comes first. |
| Option 4: | From the effective date of option exercise through 12 months, or until the maximum staff-hours are expended, whichever comes first. |

F.4 DELIVERABLES

F.4.1 TECHNICAL DATA DELIVERABLES

Technical data deliverables including delivery schedule requirements will be specified in individual Technical Directives.

F.4.2 MONTHLY PROGRESS REPORT

Monthly Progress Reports must be provided in Contractor format concurrent with the invoice submission. This report is a narrative of accomplishments, deliverables, and concerns; not program status. Phraseology such as “attended” or “participated” must only be used to further describe an end service, value added, or deliverable made to the FAA.

F.5 PLACE OF PERFORMANCE

The Contractor shall maintain an office for the use of their personnel providing services under the contract. This office shall be housed in a facility located within a forty mile radius of the FAA Headquarters Building, 800 Independence Ave. S.W., Washington, D.C., 20591. The contractor must be operational at this facility no later than 45 days after contract award.

In addition, the Contractor may be required to perform the work activities described in this SOW at other locations including, but not limited to, those described below. Some tasks may require the Contractor to travel to one or more of the following locations in support of the work effort, at the request of the COTR:

1. FAA Headquarters Offices within the Washington, D.C. metropolitan area
- Airports
2. FAA Logistics Center Oklahoma City, OK
3. The William J. Hughes Technical Center Atlantic City International Airport, NJ
4. Other locations within the United States necessary to support this SOW as indicated in Technical Directives.
5. Various U.S. Government Facilities as indicated in the Technical Directives.

PART 1 – SECTION G
CONTRACT ADMINISTRATION DATA

G.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JANUARY 2008)

G.2 CONTRACT ADMINISTRATION POINTS OF CONTACT

| | |
|---|--|
| Contracting Officer | Federal Aviation Administration Jose E. Benitez, AJA-48 800 Independence Avenue, S.W. Room 408 Washington, D.C. 20591 Jose.Benitez@faa.gov (202) 493-5251 |
| Contracting Officer Technical Representative (COTR) | Federal Aviation Administration Veronica Sines, AJR-7 800 Independence Avenue, S.W. Room 1002W Washington, D.C. 20591 Veronica.Sines@faa.gov (202) 493-5555 |

G.3 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer assigned to this contract has responsibility for ensuring the performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interests of the United States in its contractual relationships. In this regard, the Contracting Officer is the only individual who has the authority to enter into, administer, or terminate this contract. In addition, the Contracting Officer is the only person authorized to approve changes to any of the requirements under this contract, and notwithstanding any provision contained elsewhere in this contract, the said authority remains solely with the Contracting Officer.

The Contractor shall immediately notify the Contracting Officer for clarification when a question arises regarding the authority of any person to act for the Contracting Officer under the contract or when the Contractor receives direction that appears outside contract scope. It is the responsibility of the Contractor to contact the Contracting Officer immediately if there is even the appearance of any technical direction that is or may be outside the scope of the contract. Costs incurred that were not authorized by the Contracting Officer and/or work outside the scope of the contract must be considered unallowable costs and will not be reimbursed by the Government.

G.4 CORRESPONDENCE PROCEDURES

To promote timely and effective contract administration, correspondence submitted under this contract (except invoices and deliverable items) will be subject to the following procedures:

1. Technical correspondence of a routine nature must be addressed to the designated COTR with an information copy of the correspondence to the Contracting Officer, AJA-48.

2. Other considerations including technical correspondence involving patent technical data issues and correspondence proposing or otherwise involving waivers, deviations or modifications to the contract, must be addressed to the Contracting Officer, AJA-48, with information copies to the COTR.

3. All correspondence must contain a subject line commencing with the contract number and sequence number coded to the contract.

G.5 ELECTRONIC COMMUNICATIONS

The Contractor must assure an electronic means for communicating with FAA personnel. The Contractor must ensure that the communications are compatible with the FAA's electronic mail system that is currently Lotus Notes 6.5. The Contractor must also ensure that the Contractor's electronic mail has the capability to receive and retrieve attachments. All contract reports/deliverables, including invoices, must be made in native (electronic) format with all linkages and interdependencies readily traceable.

G.6 TECHNICAL DIRECTIVE PROCEDURES

Any supplies and services to be furnished under this contract shall be ordered by issuance of Technical Directives by the individuals or activities designated in the Schedule. Such Directives may be issued from the date of Contract Award through the end of Performance Period including options and are subject to the terms and conditions of this contract. In the event of conflict between a Technical Directive and this contract, the contract shall control.

If mailed, a Technical Directive is considered "issued" when the Government deposits the Directive in the mail. Technical Directives may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

Performance under this contract shall be subject to the following ordering procedures:

(a) All work to be performed under this contract shall be within the scope of the statement of work (SOW) contained in Section C and shall not commence until so authorized by the Contracting Officer under a specific Technical Directive issued under this contract. The contractor shall incur costs only in the performance of Technical Directives issued in accordance with these ordering procedures. No other costs are authorized under this contract without the express written consent of the Contracting Officer.

(b) From time to time during the period of performance of this contract, the FAA CO will request Task Plans from the Contractor for proposed Technical Directives. A separate directive will be issued for this type of support.

(c) The Contractor shall submit, within fourteen (14) calendar days after receipt of each proposed Technical Directive provided by the Contracting Officer, a Contractor Task Plan on forms specified and/or provided by the Government. On an individual Technical Directive basis, the CO may allow for additional time to submit the Task Plan. The Task Plan is the Contractor's overall estimate for the completion of the Technical Directive and shall include the following:

- (1) Contractors approach to accomplishing the proposed Technical Directive;
- (2) Date of commencement of work, and any necessary revisions to the schedule of performance;
- (3) Direct Man-hours, on a monthly basis, by applicable labor category, and total Man-hours, including those in (5) below, estimated to complete the task;
- (4) Rationale for Man-hours, by applicable labor category, estimated in (2) above;
- (5) The travel, material cost, and other direct cost estimate, including rationale for each;
- (6) A cost estimate for subcontractors and consultants that support the subcontractor and consultant man-hours in (2) above; and
- (7) The total estimated cost for completion of the Technical Directive, including cost element breakdown of total estimated cost.

(d) The Contractor's Task Plan will be reviewed by the Government and will be subject for approval of the Contracting Officer. A Technical Directive will be issued by the Contracting Officer once an acceptable Task Plan has been provided to the Government.

(e) Once a Technical Directive is issued, the Contractor is not authorized to incur cost or expend level of effort (man-hours) in excess of those established in the Technical Directive without written approval of the Contracting Officer. After a Technical Directive is issued, if any revision becomes necessary to the estimated cost or level of effort, the Contractor shall promptly submit to the Contracting Officer a revised Task Plan with explanatory notes. Revised Task Plans submitted by the Contractor are subject to the review and approval of the Contracting Officer.

(f) Technical Directives will be issued in writing by the Contracting Officer to cover specific work assignments within the scope of the contract. Technical Directives will be issued on forms specified and provided by the Government. Technical Directives will be numbered. A revision to a Technical Directive will be identified by an alpha designation following the existing Technical Directive number indicating the revision sequence. All Technical Directives shall contain the following information:

- (1) Technical Directive number;
- (2) FAA technical point-of-contact;
- (3) Period of performance;
- (4) Description of the work to be performed;
- (5) Estimated Cost and Fixed Fee;
- (6) Estimated labor hours/mix;
- (7) Anticipated Travel requirements;
- (8) Start and completion dates, with major milestones;
- (9) Deliverables with required delivery dates;
- (10) Personnel Security and Security requirements; and
- (11) List of Government Furnished Property, Equipment, and/or Information (GFP/GFE/GFI);

(g) The provisions of the clauses entitled "Limitation of Costs", "Limitation of Funds", and "Allowable Cost and Payment" shall apply to individual Technical Directives.

G.7 DISTRIBUTION OF TECHNICAL DIRECTIVE LEVEL OF EFFORT BETWEEN CONTRACTS

(a) It is the FAA's goal to equitably distribute/issue Technical Directives between two (2) SOMASS contracts.

(b) The FAA will consider the following when determining which contract(s) a specific Technical Directive is issued against:

- (1) Best fit for technical requirements of the Technical Directive;
- (2) Organization Conflict of Interest (OCI) issue(s);
- (3) Ongoing Technical Directives on each contract;
- (4) Current distribution of Technical Directives among the contracts;
- (5) Performance evaluations on previous Technical Directives; and
- (6) Continuity of efforts;

(c) If it is determined to be in the best interest of the FAA, the FAA reserves the right to:

- (1) Issue a task order to only one contract;
- (2) Issue a task order to 2 or more contracts;

(d) The FAA shall decide which contract(s) a specific task order is issued against. This decision shall be final and conclusive, and shall not be subject to the "Contract Disputes" clause.

G.8 BILLING INSTRUCTIONS

(a) Invoices shall be submitted not more often than once every two weeks in accordance with the AMS 3.2.4-5, Allowable Cost and Payments. Payment is subject to review, approval and certification by the CO and COTR. In the event of questioned costs, the CO may withhold any or all invoice amounts until the contractor provides all required data to the satisfaction of the CO. The payment will be made pursuant to AMS 3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration. Both clauses are incorporated by reference in Part II, Section I.1 of this document.

(b) Compliance with these instructions will reduce correspondence and other causes for delay to a minimum and will thus promote prompt payments to the contractor. Invoices shall be submitted no more frequently than once per month unless prior written consent is obtained from the CO and supporting cost documentation is as described in this section.

(c) Invoices shall be submitted in hard and soft copy as established below:

| | | |
|---------------------|--|--------------------------------|
| Accounts Payable | Federal Aviation Administration Accounts Payable AMZ-110 PO Box 25710 Oklahoma City, OK 73125 or VIA FEDERAL EXPRESS Federal Aviation Administration Accounts Payable, AMZ-110 6500 S MacArthur Blvd. Oklahoma City, OK 73169 | Original and One (1) copy |
| Contracting Officer | See Section G.2 | One (1) hard and (1) soft copy |
| COTR | See Section G.2 | One (1) hard and (1) soft copy |

(d) Invoice Requirements: A contractor's/vendor's invoice represents a written request for payment. There is no prescribed invoice format but all invoices must contain the following information for payment processing:

Contractor/vendor name

Contact name, title, and telephone number

Contract number

Vendor invoice number, account number, or other agreed to identifying number and date

Item description, contract line item number (when needed), quantity of goods or services rendered, unit of measure, unit price, and total amount billed

Shipping number and date, bill of lading number and weight if shipped on a Government bill of lading

Payment terms, to include any prompt payment discount offered

Taxpayer identification number (TIN), when not provided to the CCR

Data in support of the services performed and the other direct costs incurred during the performance of the billing period.

(e) Upon completion, termination, or expiration of the contract, the Contractor shall submit a final voucher clearly marked "FINAL". The final voucher shall contain an itemized accounting of total contract costs that includes: Certification that all contractual requirements have been satisfied; and Certification that all previous Contractor vouchers have been paid.

Final annual indirect (burden) cost rates will be adjusted in accordance with AMS clause 3.2.4-5, Allowable Cost and Payment.

G.9 ALLOWABILITY AND PAYMENT OF SELECTED ITEMS OF COST UNDER THIS CONTRACT.

(a) Training: The Government will not allow costs, nor reimburse costs associated with the contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of the contract. Other training may be approved on a case-by-case basis within an approved Technical Directive. Attendance at workshops or symposiums is considered training for the purposes of this clause.

(b) General Purpose Office Equipment (GPOE) and Information Technology (IT): The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The contractor is expected to have the necessary GPOE and IT required to perform the Technical Directives issued under this contract. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources.

(c) Administrative Labor Costs: Labor costs for such administrative functions as contract administration, subcontract management, human resources, and contract/invoice accounting shall not be allowable direct labor costs under this contract.

(d) Only costs expended in support of specific approved and issued Technical Directives are allowable under this contract. This contract is intended primarily to be used for the purchase of services, and not for the purchase of material, equipment, hardware or software. When specific Technical Directives appropriately require purchase of material, equipment, hardware or software, said items will be called out in the task order, as being required in direct support of administration or performance of the task order.

G.10 ANNUAL INDIRECT COST RATE SUBMISSIONS

(a) In accordance with AMS 3.2.4-5, ALLOWABLE COST AND PAYMENT, the Contractor, as soon as possible but not later than 180 days after the expiration of its fiscal year, shall submit to the Contracting Officer a proposed final indirect cost rate or rates for that period based on the Contractor's actual cost experience during that period, together with supporting data. The prime contractor will be responsible for obtaining and forwarding one (1) copy of each major subcontractor's report to the contracting officer.

(b) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the cost principles in effect as of the date of this contract.

(c) The settlement of the final indirect cost rates and indirect costs shall be accomplished prior to the Contracting Officer's approval of the final payment.

(d) Pending settlement of final indirect cost rates for any period, the Contractor shall be reimbursed at billing rates acceptable to the Contracting Officer. These billing rates are subject to appropriate adjustment when the final indirect cost rates are settled. On an annual basis, the Contractor shall provide to the Contracting Officer, within 180 days after the expiration of his fiscal year, a billing rate proposal with supporting data. If billing rates change at any time during the contract performance period, the Contractor shall notify the Contracting Officer in writing. Upon review of the annual billing rate proposal or any notification of substantial rate change during the contract performance period, the Contracting Officer may adjust the approved billing rate(s). Such adjustment may apply retroactively and/or prospectively. In the event the adjustment is to be applied retroactively, the Contractor shall make appropriate adjustments on its next voucher.

G.11 RELEASE OF GOVERNMENT OBLIGATION

(a) The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of

and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(b) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(c) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than one (1) year after the date of the release or the date of any notice to the Contractor that the FAA is prepared to make final payment, whichever is earlier.

G.12 CONTRACTOR'S REMITTANCE ADDRESS

To be filled out by Contractor

Electronic payment sent to: _____

Bank Information: _____

Title on Bank Account: _____

EFT Information: Routing/ABA Number: _____
Bank Account Number: _____

Bank Contact: _____

Contractor Implementation Contact: _____

G.13 ACCOUNTING AND APPROPRIATION DATA

This contract is incrementally funded. See AMS Clause 3.3.1-14, Limitation of Funds (April 1996). In accordance with the Limitation of Funds clause, the following funds are available under this contract.

Note: Accounting and Appropriation data will be issued upon Contract Award.

**PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H.1 3.8.2-17 KEY PERSONNEL AND FACILITIES (JULY 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

| Key Personnel Title | Name * |
|----------------------------|---------------|
| Program Manager (1 person) | |
| Task Lead (All) | |

| Key Facility | Contract Reference | Address * |
|--|---------------------------|------------------|
| Contractor Facility, 40 mile radius of Washington DC | F.5 | |

* Contractor to Provide Information.

H.2 INTERPRETATION OF CONTRACT: (NOTICE OF AMBIGUITIES)

This written contract and any and all identified writings or documents incorporated by reference herein or physically attached hereto, constitute the parties' complete agreement and no other prior or contemporaneous agreements either written or oral must be considered to change, modify or contradict it. Any ambiguity in the contract will not be strictly construed against the drafter of the contract language, but must be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting.

It is the obligation of the Contractor to exercise due diligence to discover and to bring to the attention of the Contracting Officer at the earliest possible time, any ambiguities, discrepancies, inconsistencies, or conflicts in or between the specifications and the applicable drawings or other documents incorporated by reference herein. Failure to comply with such obligations may be deemed a waiver and release of any and all claims for extra costs or delays arising out of such ambiguities, discrepancies, inconsistencies and conflicts.

H.3 RELATIONSHIPS, INTERPRETATIONS, AND MODIFICATIONS

The Contractor shall provide support to the Government by completing work within the Statement of Work and as assigned. The Contractor shall not provide direction or assume the Government's responsibility under any programs. Although the effort under this contract may include recommendations to the Government, specific Government approval and action will be necessary before such recommendations can become effective. The Contractor's efforts shall not be binding on other Government contractors. The Contractor shall not take any action with respect to other contractors which causes any change in their contract scope of work, cost, or scheduling.

No oral statement of any person, and no written statement of anyone other than the Contracting Officer or the COTR, acting within the limits of the authority specified in such designation, must modify or otherwise affect any provision of this contract.

H.4 PERSONAL SERVICES

No personal services shall be performed under this Contract. No Contractor employee shall be directly supervised by the Government. All individual Contractor employee assignments, and daily work direction, shall be given by the applicable Contractor supervisor. If the Contractor believes that any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

The Contractor shall not perform any inherently Governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees must identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee must state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause will limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this Contract. The substance of this clause shall be included in all subcontracts at any tier.

H.5 CONTRACTOR PERSONNEL

Prior to any person being assigned to work fulltime on this contract, the Contractor must submit the resume of said individual(s) to the COTR. COTR reserves the right to review and concur or non-concur on the qualifications, experience, and suitability of the individual to perform work under this contract. The Contractor must allow a minimum of 10 working days for this process. Costs incurred in violation of this clause must be deemed as unallowable costs.

H.6 EMPLOYEE WORK HOURS

Each Contractor employee must, under normal circumstances, work an eight-hour shift daily. The time of the shift will normally be within the office hours of 6:30 a.m. to 6:30 p.m., Monday through Friday unless otherwise directed or approved by FAA. Exceptions to this include excused absences and observed holidays and/or as directed by the FAA.

Overtime may be authorized under the contract to meet urgent and compelling situations where overtime is the only solution to resolve a problem subject to AMS 3.6.2-17, Payment for Overtime Premiums (April 1996), incorporated in full text in Section I of this document. In these specific circumstances, written approval shall be obtained in advance in writing from the FAA COTR. In most cases, for other than emergency situations, contractor employees shall not be expected, nor permitted, to work overtime.

The cost incurred for overtime not approved in accordance with the provisions above must be deemed as unallowable costs.

H.7 SUBCONTRACTORS/CONSULTANTS

Before employment of any subcontractor/consultant under this contract, the Contractor must obtain the agreement of the Contracting Officer. The advanced notification for consent to subcontract must be submitted, in writing, to the Contracting Officer. In requesting such agreements, the Contractor must furnish all pertinent information required by the Contracting Officer, which may include, but not be limited to, the name or names of individuals under consideration, extent of the proposed employment, the unexecuted subcontract document, any potential conflict of interest and the rate of reimbursement. The Contracting Officer has sole responsibility for approving subcontracts and consultant agreements. The Contractor is authorized to use the following subcontractors or consultants in the performance of this effort:

| SUBCONTRACTOR'S/CONSULTANT'S NAME AND ADDRESS (to be completed by Contracting Officer upon award) |
|--|
| |
| |

H.8 CONFIDENTIALITY OF DATA AND INFORMATION

The Contractor and any of its subcontractors in performance of this contract may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of such a nature that its dissemination or use other than in the performance of this contract would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors agree to abide by any restrictive use conditions on each data item and not to:

- (1) Disclose such data and information to others without written authorization from the CO, unless the Government has made the data and information available to the public; and
- (2) Use for any purpose other than the performance of the contract that data which bears a restrictive marking legend.

Though formal training is company policy and procedures, the Contractor agrees to make its employees aware of the absolute necessity to maintain the confidentiality of data and information, as required above, and further aware of the sanctions which may be imposed for divulging either the proprietary data of other companies or proprietary data that is obtained from the Government to anyone except as authorized. The Contractor must obtain from each employee engaged in any effort connected with this contract an agreement, in writing, which must in substance provide that such employee will not, during his/her employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only"), received in connection with the work under this contract. The Contractor must furnish a sample form of this agreement to the CO promptly after award. The Contractor specifically agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of proprietary data by the Contractor, its employees, subcontractor, or agents. The Contractor agrees to include the substance of this provision in all subcontracts awarded under this contract.

Except as the CO specifically authorizes in writing, upon completion of all work under this contract, the Contractor must return all such data and information, including all copies, modifications, adaptations, or combination thereof, to the CO.

As used herein, the term "data" has the meaning set forth in AMS 3.5-13, Rights in Data – General, with Alternates 1, 2, 3 and 5, but is not limited to, computer software, as defined in AMS 3.5-13 – Rights in Data – General.

H.9 RELEASE AND DISSEMINATION OF INFORMATION

Work performed under this contract may involve access to information, including specifications, cost estimates and other sensitive data. Consequently, the Contractor (including individual employees thereof) must not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without

the prior written consent of the Contracting Officer. Except as required by law, or regulation, such information, including any news release, public announcement, or advertising material concerned with this contract must not be issued by the Contractor without prior written consent of the COTR or the Contracting Officer, whether orally or in writing, to any person except:

- *FAA personnel with a "need to know" who have signed a non-disclosure form;
- *Employees of the Contractor with a "need to know" who have signed a non-disclosure form or;
- *Such other person as may be designated in writing by the Contracting Officer and who have signed a non-disclosure form.

Two copies of any material proposed to be published or distributed must be submitted to the COTR and the Contracting Officer for review at least 30 days prior to the material being submitted for publication.

H.10 MAINTENANCE OF RECORDS AND LITIGATION SUPPORT

The Contractor must maintain all records, notes, memoranda, correspondence, and Government documents, upon which notes or annotations have been made. These records must be maintained for a minimum of two (2) years following contract closeout, or longer if required by the Contracting Officer and needed for the completion of any litigation or hearings. The records must be freely delivered to the Government upon request, and must not be withheld by the contractor for any reason. The Contractor waives any statutory rights it may have for withholding the documents. In addition, the Contractor must support the Government in litigation to whatever extent required by the Government. In the event any request for support to the Government occurs after the period of performance of the contract, separate contractual arrangements will be made for costs incurred.

H.11 GOVERNMENT FURNISHED EQUIPMENT/DATA/MATERIALS

The Contractor shall have access to Government data relevant to performance under this contract but shall not use or distribute materials or any other product arising from performance of this contract other than as stated in the Statement of Work. All equipment, program codes and materials furnished (including contractor acquired property paid for by the Government) and approved equipment, software and materials purchased by the Contractor which are reimbursable under this contract, are Government property, whether expressly under signed custody of the Contractor or not, and shall be returned to the Government. Any software purchased in performance of this contract shall be licensed to the FAA. Any information, not previously published, received from the Government in connection with this contract, or furnished to the Contractor from other sources in response to the Government's requirements under this contract, shall be restricted to this project, and shall not be disclosed or used for any other purpose, without the prior written approval of the Contracting Officer. These restrictions do not apply to information which:

- *Currently is in the public domain;
- *Has been released to any third party, without restrictions; or
- *Is obtained by the Contractor independent of the Government.

Facilities, Items, and Services - The Government will not furnish facilities, items, or services except as provided herein.

H.12 WEATHER AND OTHER RELATED ABSENCES

As a matter of policy, Contractors may only invoice the FAA for the hours actually worked, and Contractor employees should not assume their absence will be excused when FAA employees have been granted leave. When FAA offices close, contractor employees may work in their local offices, or be granted access to Government buildings as agreed between the appropriate offices.

H.13 OFFICE AUTOMATION REQUIREMENTS

The success of this contract is heavily dependent on office automation technology use to allow collaborative work and the rapid transmittal of information between task participants. On this basis, the

Contractor shall consider the cost of an automated office as part of its overhead. This must include the following:

Adequate Contractor owned/leased workstations at the Contractor's facility to support the Contractor site staff. Workstations must be capable of running the current FAA Office Suite, currently Microsoft Windows XP Professional Version 2002. Given the performance period of the proposed contract, technology refresh is anticipated.

Maintain an in-house local area network (LAN) capable of providing requisite levels of file sharing and E-mail for their employees. Maintenance of said LAN must also be considered as part of overhead. Telephone service, including but not limited to, voice mail, facsimile, local calls, long distance calls must be considered overhead.

The Contractor shall maintain, at its own facilities, 24 by 7 access to the Internet via an Internet Service Provider at a minimum rate of 256 KBPS. Dial up access to Government network(s), for the purpose of routine email and file transfer, will not be provided. The Contractor shall maintain and use its own corporate domain for company business.

The Contractor shall be responsible for adhering to the best practices of the art in maintaining information technology security and data integrity. If required, Virtual Private Network (VPN) appliances, located in Contractor offices, shall also be considered as overhead.

The Contractor shall ensure that during the performance of work efforts appropriate technologies are employed by the Contractor, such as the use of fiber optics, to ensure that the Contractor's electronic systems can effectively communicate with FAA systems. Technologies used must also enable Contractor communications with FAA customers through FAA security and firewall provisions.

H.14 SECTION 508 OF THE REHABILITATION ACT AMENDMENT OF 1998

The contractor shall comply with the applicable portions of Section 508 of the Rehabilitation Act Amendments of 1998 as implemented by 36 CFR, Part 1194, to ensure that Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities. Section 508 does not require the installation of specific accessibility-related software or the attachment of an assistive technology device at a workstation of a Federal employee who is not an individual with a disability. The Architectural and Transportation Barriers Compliance Board (Access Board) accessibility standards for electronic and information technology covered by Section 508 can be found at <http://www.access-board.gov/sec508/standards.htm>.

H.15 CONTRACT/TASK ORDER MEANING OF THE TERM 'DAYS'

Except in instances where it is specifically defined or stated to the contrary, all references to "days" shall be taken to mean calendar days.

H.16 QUALIFICATIONS OF CONTRACTOR PERSONNEL

Direct Labor personnel (for both prime contractor and subcontractors) assigned to the performance of Technical Directives shall satisfy the minimum qualifications established in Attachment J001, Labor Category and Skill Level Descriptions, except as the Contracting Officer may authorize. Additionally, these Position Qualifications are provided to the Contractor as guidance in understanding the level of support required for individual Technical Directives. Regardless, the Contractor is responsible to perform efforts in accordance with the issued Task Orders and must manage the effort accordingly. All Contractor Technical Directive Staffing Plans shall clearly cross reference proposed labor to the labor categories established in J001.

FAA reserves the right to review resumes and meet with potential candidates. The government technical representative designated on task order(s) has the authority to review the qualifications proposed to perform work under this contract. The Contracting Officer may notify the Contractor of substandard job performance and/or personal behavior by the Contractor personnel under this contract.

PART II - SECTION I
CONTRACT CLAUSES

I.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

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| 3.1.7-1 | EXCLUSION FROM FUTURE AGENCY CONTRACTS (AUGUST 1997) |
| 3.1.7-2 | ORGANIZATIONAL CONFLICTS OF INTEREST (AUGUST 1997) |
| 3.1.8-1 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (SEPTEMBER 2000) |
| 3.1.8-2 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEPTEMBER 2000) |
| 3.2.2.3-33 | ORDER OF PRECEDENCE (FEBRUARY 2009) |
| 3.2.2.7-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (FEBRUARY 2009) |
| 3.2.2.7-8 | DISCLOSURE OF TEAM ARRANGEMENTS (APRIL 2008) |
| 3.2.4-5 | ALLOWABLE COST AND PAYMENT (APRIL 2001) |
| 3.2.4-6 | FIXED FEE (APRIL 2003) |
| 3.2.4-34 | OPTION TO EXTEND SERVICES (APRIL 1996) |
| 3.2.5-1 | OFFICIALS NOT TO BENEFIT (APRIL 1996) |
| 3.2.5-3 | GRATUITIES OR GIFTS (JANUARY 1999) |
| 3.2.5-4 | CONTINGENT FEES (OCTOBER 1996) |
| 3.2.5-5 | ANTI-KICKBACK PROCEDURES (OCTOBER 1996) |
| 3.2.5-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE FAA (APRIL 1996) |
| 3.2.5-8 | WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APRIL 1996) |
| 3.2.5-13 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JULY 2008) |
| 3.2.5-14 | DISPLAY OF HOTLINE POSTER(S) (APRIL 2008) |
| 3.3.1-14 | LIMITATION OF FUNDS (APRIL 1996) |
| 3.3.1-15 | ASSIGNMENT OF CLAIMS (APRIL 1996) |
| 3.3.1-17 | PROMPT PAYMENT (JANUARY 2008) |
| 3.3.1-34 | PAYMENT BY ELECTRONIC FUNDS TRANSFER/ CENTRAL CONTRACTOR REGISTRATION (FEBRUARY 2009) |
| 3.3.2-1 | FAA COST PRINCIPLES (OCTOBER 1996) |
| 3.3.2-2 | REIMBURSEMENT FOR TRAVEL AND SUBSISTENCE (OCTOBER 2009) |
| 3.4.1-11 | INSURANCE-LIABILITY TO THIRD PERSONS (OCTOBER 1996) |
| 3.4.1-12 | INSURANCE (JULY 1996) |
| 3.4.1-13 | ERRORS AND OMISSIONS (JULY 1996) |
| 3.5-1 | AUTHORIZATION AND CONSENT (JANUARY 2009) |
| 3.5-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JANUARY 2009) |
| 3.5-13 | RIGHTS IN DATA-GENERAL (JANUARY 2009) |
| 3.5-15 | ADDITIONAL DATA REQUIREMENTS (JANUARY 2009) |
| 3.5-16 | RIGHTS IN DATA-SPECIAL WORKS (JANUARY 2009) |
| 3.5-18 | COMMERCIAL COMPUTER SOFTWARE LICENSE (JANUARY 2009) |
| 3.6.1-3 | UTILIZATION OF SMALL, SMALL DISADVANTAGED, WOMEN-OWNED, AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS (FEBRUARY 2009) |
| 3.6.1-6 | LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (SEPTEMBER 2001) |
| 3.6.1-7 | LIMITATIONS ON SUBCONTRACTING (JULY 2008) |

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| 3.6.1-12 | NOTICE OF SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS SET-ASIDE (APRIL 2007) |
| 3.6.2-2 | CONVICT LABOR (APRIL 1996) |
| 3.6.2-9 | EQUAL OPPORTUNITY (AUGUST 1998) |
| 3.6.2-10 | EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS (NOVEMBER 1997) |
| 3.6.2-12 | AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APRIL 2007) |
| 3.6.2-13 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (APRIL 2000) |
| 3.6.2-16 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APRIL 1996) |
| 3.6.2-35 | PREVENTION OF SEXUAL HARASSMENT (AUGUST 1998) |
| 3.6.2-39 | TRAFFICKING IN PERSONS (JANUARY 2008) |
| 3.6.3-11 | TOXIC CHEMICAL RELEASE REPORTING (APRIL 2008) |
| 3.6.3-16 | DRUG FREE WORKPLACE (FEBRUARY 2009) |
| 3.6.4-10 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (APRIL 1996) |
| 3.7-1 | PRIVACY ACT NOTIFICATION (OCTOBER 1996) |
| 3.7-2 | PRIVACY ACT (OCTOBER 1996) |
| 3.8.2-10 | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APRIL 1996) |
| 3.8.2-11 | CONTINUITY OF SERVICES (OCTOBER 2008) |
| 3.9.1-1 | CONTRACT DISPUTES (NOVEMBER 2002) |
| 3.9.1-2 | PROTEST AFTER AWARD (AUGUST 1997) |
| 3.10.1-1 | NOTICE OF INTENT TO DISALLOW COSTS (APRIL 1996) |
| 3.10.1-3 | PENALTIES FOR UNALLOWABLE COSTS (OCTOBER 1996) |
| 3.10.1-7 | BANKRUPTCY (APRIL 1996) |
| 3.10.1-13 | CHANGES-COST-REIMBURSEMENT (APRIL 1996) ALTERNATE I (APRIL 1996) |
| 3.10.1-25 | NOVATION AND CHANGE-OF-NAME AGREEMENTS (OCTOBER 2007) |
| 3.10.2-5 | COMPETITION IN SUBCONTRACTING (JANUARY 1998) |
| 3.10.2-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APRIL 1996) |
| 3.10.3-1 | DEFINITIONS (APRIL 2004) |
| 3.10.3-2 | GOVERNMENT PROPERTY – BASIC CLAUSE (APRIL 2004) ALTERNATE II (APRIL 2004) |
| 3.10.4-19 | GOVERNMENT INDUSTRY DATA EXCHANGE PROGRAM (GIDEP) (JANUARY 2002) |
| 3.10.6-3 | TERMINATION (COST-REIMBURSEMENT) (OCTOBER 1996) |
| 3.10.6-7 | EXCUSABLE DELAYS (OCTOBER 1996) |
| 3.13-3 | PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JULY 2008) |
| 3.13-5 | SEAT BELT USE BY CONTRACTOR EMPLOYEES (JANUARY 1999) |
| 3.13-10 | CONTRACTOR ATTENDANCE AT FAA SPONSORED TRAINING (JANUARY 2003) |
| 3.13-11 | PLAIN LANGUAGE (JULY 2006) |
| 3.14-3 | FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (APRIL 2008) |
| 3.14-5 | SENSITIVE UNCLASSIFIED INFORMATION (SUI) (JULY 2008) |

I.2 3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (OCTOBER 2006)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any

consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

- (1) The names of all Subject Individuals who:
 - (i) participated in preparation of proposals for award; or
 - (ii) are planned to be used during performance; or
 - (iii) are used during performance; and
- (2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:
 - (i) the award; or
 - (ii) their retention by the contractor; and
- (3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and
- (4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.
- (c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.
- (d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.
- (e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.
- (f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:
 - (1) Termination of the contract.
 - (2) Exclusion from subsequent FAA contracts.
 - (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.
- (g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

I.3 3.2.2.3-37 NOTIFICATION OF OWNERSHIP CHANGES (JULY 2004)

(a) The Contractor (you) must notify FAA in writing within 30 days when you become aware that a change in ownership has occurred or will occur and that the change could affect the value of your capitalized assets in the accounting records, asset valuations, or cause any other cost changes.

(b) You must:

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the Contracting Officer (CO) access to the records on request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of your ownership changes; and

(4) Retain and maintain depreciation and amortization schedules based on the asset records maintained before each ownership change.

(c) You must include the substance of this clause in all subcontracts under this contract with a value exceeding \$1,000,000 and that require cost and price data.

I.4 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)

(a) The Government may extend the term of this contract by written notice to the contractor within 1 day of contract expiration; provided, that the Government must give the contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract must be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, must not exceed 60 months.

I.5 3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (JANUARY 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.
(End of Clause)

I.6 3.6.2-14 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF VIETNAM ERA (APRIL 2007)

(a) The contractor shall report at least annually, as required by the Secretary of Labor, on:

(1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100.'

(c) Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant of employee to any adverse treatment and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary.

I.7 3.6.2-17 PAYMENT OF OVERTIME PREMIUMS (APRIL 1996)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00, or the overtime premium is paid for work --

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protections, operations of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceed the amount specified above must include all estimated overtime for contract completion and must --

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedules;
- (3) Identify the extent to which approval of overtime would affect the performance or payment in connection with other Government contracts, together with identification of each affected contract; and;
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.8 3.6.2-37 NOTIFICATION OF EMPLOYEES' RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (OCTOBER, 2009)

1. During the term of this contract, the contractor agrees to post a notice in conspicuous places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information [except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)].

NOTICE TO EMPLOYEES

Under federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address:

National Labor Relations Board
Division of Information
1099 14th Street, NW
Washington, D.C. 20570
1-866-667-6572
1-866-315-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at: www.nlr.gov.

2. The contractor will comply with all provisions of E.O. 13502 of February 6, 2009, and related rules, regulations, and orders of the Secretary of Labor.

3. In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in or adopted pursuant to E.O. 13502 of February 6 2009. Such other sanctions or remedies may be imposed as are provided in E.O. 13502 of February 6, 2009, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

4. The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to E.O. 13502 of February 6, 2009, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

I.9 3.10.2-2 SUBCONTRACTS (COST-REIMBURSEMENT AND CEILING PRICED CONTRACTS) (OCTOBER 1996)

(a) Subcontract, as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract if:

- (1) The proposed subcontract is of the cost-reimbursement, time-and-materials, or labor-hour type;
- (2) The proposed subcontract is fixed-price and exceeds either \$100,000 or 5 percent of the total estimated cost of this contract;
- (3) The proposed subcontract has experimental, developmental, or research work as one of its purposes; or
- (4) This contract is not a facilities contract and the proposed subcontract provides for the fabrication, purchase, rental, installation, or other acquisition of special test equipment valued in excess of \$25,000 or of any items of facilities.

(b)

(1) In the case of a proposed subcontract that:

- (i) is of the cost-reimbursement, time-and-materials, or labor-hour type and is estimated to exceed \$25,000, including any fee,
 - (ii) is proposed to exceed \$100,000, or
 - (iii) is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services that, in the aggregate, are expected to exceed \$100,000,
- the advance notification required by paragraph (a) above shall include the information specified in subparagraph (2) below.

(2)

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained.
- (iv) The proposed subcontract price and the Contractor's cost or price analysis.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting-
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (c) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (a) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.
- (d) If the Contractor has an approved purchasing system and the subcontract is within the scope of such approval, the Contractor may enter into the subcontracts described in subparagraphs (a)(1) and (a)(2) of this clause without the consent of the Contracting Officer.
- (e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below:

The Contractor shall obtain the Contracting Officer's written consent before placing any subcontracts on a T&M or Fixed Price/Rate Level of Effort basis.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination:
 - (1) of the acceptability of any subcontract terms or conditions,
 - (2) of the allowability of any cost under this contract, or
 - (3) to relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) Additionally, the Contractor shall include in each cost- reimbursement subcontract under this contract a requirement that the subcontractor insert the substance of the appropriate modified subparagraph referred to in subparagraph (1) above in each lower tier price redetermination or incentive price revision subcontract under that subcontract.

(j) To facilitate small business participation in subcontracting, the Contractor agrees to provide payments on subcontracts under this contract that are fixed-price subcontracts with small business concerns in conformity with the standards for customary payments, as in effect on the date of this contract. The Contractor further agrees that the need for such financing payments will not be considered a handicap or adverse factor in the award of subcontracts.

(k) The Government reserves the right to review the Contractor's purchasing system.

I.10 3.13-1 APPROVAL OF CONTRACT (APRIL 1996)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

I.11 3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (JANUARY 2009)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

| Labor Category | Skill Levels | Risk Level |
|------------------------------------|--------------|------------|
| Program Manager | 1 | 1 |
| Task Lead (TL1) | 1-2 | 1 |
| Project Lead (PL1) | 1-2 | 1 |
| Administrative Assistant (AA1) | 1-5 | 1 |
| Business Specialist (BS1) | 1-5 | 1 |
| Training Specialist (TS1) | 1-5 | 1 |
| Technical Writer (TW1) | 1-5 | 1 |
| Graphic Artist (GA1) | 1-5 | 1 |
| Financial/Budget Analyst (FBA1) | 1-5 | 1 |
| Cost Analyst (CA1) | 1-5 | 1 |
| Project Control Specialist (PCS1) | 1-5 | 1 |
| Program Management Analyst (PMA1) | 1-5 | 1 |
| Program Analyst (PA1) | 1-5 | 1 |
| Program Specialist (PS1) | 1-5 | 1 |
| Operations Research Analyst (ORA1) | 1-5 | 1 |
| Subject Matter Expert (SME) | 1 | 1 |
| COOP Student (COOP) | 1 | 1 |

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and Password

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U.S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

Name;

Date and place of birth (city and state);

Social Security Number (SSN);

Position and office location;

Contract number;

Current e-mail address and telephone number (personal or work); and

Any known information regarding current security clearance or previous investigations (e.g., the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;

Instructing the applicant how to enter and complete the eQIP form;

Providing where to send/fax signature and release pages and other applicable forms; and

Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Headquarters Contracts: Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts: NONE

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

- (d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.
- (e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.
- (f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.
- (g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.
- (h) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.
- (i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.
- (j) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.
- (k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.
- (l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.
- (m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

I.12 3.14-4 ACCESS TO FAA SYSTEMS AND GOVERNMENT-ISSUED KEYS, PERSONAL IDENTITY VERIFICATION (PIV) CARDS, AND VEHICLE DECALS (JULY 2008)

- (a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items

and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200.00 for each key PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and applicable FAA Regional Security Office. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at any and all FAA Facilities must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to either the applicable Regional Security Office or the Headquarters Security Office listed in AMS clause by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: the addresses listed in paragraph (c) of AMS Clause 3.14-2. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the FAA Security Office. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting the FAA Security Service Center at (202) 267-7423.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

I.13 SUPPLEMENTAL PERSONNEL IDENTIFICATION VERIFICATION (PIV) INSTRUCTIONS

In addition to the instructions contained in AMS clauses 3.14-2 and 3.14-4, the contractor must utilize the following instructions when applying for a PIVCard:

The contractor must submit a letter to the Security Service Executive (SSE), with a copy to the contracting officer and COTR, to notify the FAA that the contractor has employed individuals to work on a specific contract and request security processing. The letter should contain contractor name, contract number, contract expiration date, employee name, position and email address, as well as email addresses for all contractor and government personnel who are to be notified of the clearance status, including the contracting officer and COTR. This letter is to be delivered to the Security Service Center located in the FAA Headquarters Building (Room 109, Orville Building) no later than 30 days after contract award, with the following documentation for each employee:

Standard Form (SF) 85P, Questionnaire for Public Trust Positions, revised September 1995. The SF 85P must be completed (all questions answered) in accordance with the instruction sheet.

Form I-9, Employment Eligibility Verification, revised June 16, 2008. The Form I-9 must be completed (all questions answered) in accordance with the instruction sheet. The form is available on line at www.forms.gov.

One fingerprint card (FD-258). Fingerprinting facilities are available through the Security Service Center and local police departments. All fingerprint cards must be written in black ink or typewritten with all answerable question blocks completed and must be signed and dated within a 60-day period.

Once the fingerprint background investigation is completed and adjudicated favorably, the support contractor personnel must begin the process to secure an FAA official ID badge. To do so, the contractor personnel must apply for a Personal Identity Verification (PIV) Card online at <http://idms.faa.gov/1681> or in person at FAA 800 Independence Ave , Room 109. This application is located on the FAA intranet. If contractor personnel do not have access to this site, they may bring a signed DOT F 1681 form and complete the online form at the kiosk located inside the Security Service Center.

After completing the application, an email will be sent to the selected sponsor who will approve or disapprove the request. When approved by the sponsor, the contractor personnel will receive an email to report to the Security Service Center (Room 109, Orville Building) for enrollment. They will be required to bring two (2) forms of identification identified in DOT F1681.

PART III - SECTION J
LIST OF ATTACHMENTS

J.1 LIST OF CONTRACT ATTACHMENTS.

| NUMBER | FILE NAME | NO. OF PAGES |
|--------|--|--------------|
| J001 | LABOR CATEGORY DESCRIPTIONS. | 9 |
| J002 | SUBCONTRACTING PLAN - TO BE PROVIDED BY CONTRACTOR AND INCORPORATED AT TIME OF CONTRACT AWARD. | |
| J003 | TRANSITION PLAN - TO BE PROVIDED BY CONTRACTOR AND INCORPORATED AT TIME OF CONTRACT AWARD. | . |
| J004 | INVOICE SAMPLE | 3 |
| J005 | MENTOR-PROTÉGÉ AGREEMENT – IF APPLICABLE, TO BE PROVIDED BY CONTRACTOR AND INCORPORATED AT TIME OF CONTRACT AWARD. | |
| J006 | TECHNICAL DIRECTIVE REQUEST FORM (SAMPLE) | 6 |
| J007 | MONTHLY FINANCIAL REPORT (SAMPLE) | 2 |
| J008 | PROGRAM MANAGEMENT PLAN - TO BE PROVIDED BY CONTRACTOR AND INCORPORATED AT TIME OF CONTRACT AWARD. | |
| J009 | AUTHORIZATION LETTER FOR PERFORMANCE. | 1 |

J.2 LIST OF SIR ATTACHMENTS

| NUMBER | TITLE | NO. OF PAGES |
|--------|----------------------------------|--------------|
| S001 | PROPOSAL LABOR HOUR REQUIREMENTS | 1 |
| S002 | BUSINESS DECLARATION FORM | 1 |
| S003 | PAST PERFORMANCE QUESTIONNAIRE | 3 |
| S004 | SOMASS QUESTION SUBMITTAL FORM | 1 |

J.3 LIST OF SIR COST EXHIBITS.

| NUMBER | DESCRIPTION | NO. OF PAGES |
|--------|---|--------------|
| L001 | PROPOSED COST/PRICE BY ELEMENT OF COST, YEAR CONTRACT AND TERM | 1 |
| L002 | PROPOSED OFF-SITE DIRECT LABOR HOURS, RATES, AND COSTS | 1 |
| L003 | DEVELOPMENT OF OFF-SITE DIRECT LABOR RATES FOR FIRST YEAR OF THE CONTRACT | 1 |
| L004 | SUMMARY OF GOVERNMENT AUDIT INFORMATION AND DISCLOSURE STATEMENT | 1 |
| L005 | PROPOSED ON-SITE DIRECT LABOR HOURS, RATES, AND COSTS | 1 |
| L006 | DEVELOPMENT OF ON-SITE DIRECT LABOR RATES FOR FIRST YEAR OF THE CONTRACT | 1 |

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.2.3-3 AFFILIATED OFFERORS (JULY 2004)

3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL
TRANSACTIONS (JUNE 1999)

3.6.3-10 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUGUST 1998)

K.2 3.2.2.3-2 MINIMUM OFFER ACCEPTANCE PERIOD (JULY 2004)

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of 180 calendar days.

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: _____ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

K.3 3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (JULY 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____ ,
☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other
_____[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization,
☐ a joint venture, or ☐ a corporation, registered for business in

_____.
(country)

K.4 3.2.2.3-15 AUTHORIZED NEGOTIATORS (JULY 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone Number: _____

K.5 3.2.2.3-23 PLACE OF PERFORMANCE (JULY 2004)

(a) The offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance Street:

City:

State:

Zip Code:

Name of owner and operator, if other than the owner

K.6 3.2.2.3-35 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JULY 2004)

The offeror certifies that annual representations and certifications (check the appropriate block):

☐ (a) Dated _____ (insert date of signature on offer) which are incorporated by reference, have been submitted to the contracting office issuing this SIR and that the information is current, accurate, and complete as of the date of this offer, except as follows (insert changes that affect only this SIR; if 'none,' say so):

☐ (b) Are enclosed.

REST OF PAGE INTENTIONALLY LEFT BLANK.

K.7 3.2.2.3-70 TAXPAYER IDENTIFICATION (JULY 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other--State basis. _____.

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ A common parent does not own or control the offeror as defined in paragraph (a).
- ☐ Name and TIN of common parent:
- Name _____
- TIN _____

K.8 3.2.2.7-7 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FEBRUARY 2009)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and,

persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

K.9 3.3.1-35 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (APRIL 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

K.10 3.5-14 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (JANUARY 2009)

(a) This Screening Information Request (SIR) sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data, as defined in the clause "Rights in Data-General." Any resulting contract may also provide the Government the option to order additional data under the "Additional Data Requirements" clause at AMS 3.5-15, if included in the contract. Any data delivered under the resulting contract will be subject to the "Rights in Data-General" clause that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states (offeror check appropriate

block) -

[] (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

[] (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the status of the date should the contract be awarded to the offeror.

K.11 3.6.2-5 CERTIFICATION OF NONSEGREGATED FACILITIES (FEBRUARY 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.12 3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APRIL 1996)

The offeror represents that--(a) It [] has, [] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in

Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [] has, [] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.13 3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1996)

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.14 3.6.3-10 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (APRIL 2009)

(a) Pursuant to Executive Order 13423, the offeror must execute this certification as a prerequisite for making or entering into this contract.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g), and PPA section 6607; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [The offeror to check each block that is applicable.]

___(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding Northern American Industry Classification System (NAICS) sectors:

(a) Major group code 10 (except 1011, 1081, and 1094).

(b) Major group code 12 (except 1241).

(c) Major group code 20 through 39.

(d) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power distribution in commerce).

(e) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent services on a contract or fee basis); or

___(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.15 3.8.2-18 CERTIFICATION OF DATA (OCTOBER 1996)

- (a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.
- (b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.
- (c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.1.7-4 ORGANIZATIONAL CONFLICT OF INTEREST (FEBRUARY 2009)
- 3.2.2.3-1 FALSE STATEMENTS IN OFFERS (JULY 2004)
- 3.2.2.3-11 UNNECESSARILY ELABORATE SUBMITTALS (JULY 2004)
- 3.2.2.3-12 AMENDMENTS TO SCREENING INFORMATION REQUESTS (JULY 2004)
- 3.2.2.3-13 SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS (JULY 2004)
- 3.2.2.3-14 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS (JULY 2004)
- 3.2.2.3-16 RESTRICTING, DISCLOSING AND USING DATA (JULY 2004)
- 3.2.2.3-17 PREPARING OFFERS (JULY 2004)
- 3.2.2.3-18 PROSPECTIVE OFFEROR'S REQUESTS FOR EXPLANATIONS (FEBRUARY 2009)
- 3.2.2.3-19 CONTRACT AWARD (JULY 2004)
- 3.6.2-7 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (NOVEMBER 1997)
- 3.6.2-15 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (APRIL 1996)

L.1.1 SET-ASIDE FOR SERVICE DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS.

Service-disabled veteran owned small business concern (SDVOSB), as used in this clause, means a concern, including its affiliates, that is independently owned and operated by a service-disabled veteran, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the North American Industry Classification System (NAICS) standards in this Screening Information Request (SIR).

Information and/or offers are requested only from service-disabled veteran owned small business concerns. Information and/or offers received from concerns that are not service-disabled veteran owned small business concerns shall be considered nonresponsive and will be rejected.

Any award resulting from this SIR will be to a service-disabled veteran owned small business concern.

L.1.2 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE.

The NAICS codes for this requirement are:

- a. 561110, "Office Administrative Services", and the Size Standard for this code is \$7.0M.
- b. 561210, "Facility Support Services", and the Size Standard for this code is \$35.5M.

Offeror shall fill out the Business Declaration Form listed as Attachment S003 to this document.

L.1.3 SINGLE OR MULTIPLE AWARDS

The FAA may elect to award a single contract or to award multiple contracts for the same or similar services to two or more sources.

L.1.4 PERIOD FOR ACCEPTANCE OF OFFER.

The offeror (you) agrees that if this offer is accepted within _____ calendar days (180 calendar days unless you insert a different period) from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

L.2 3.2.4-1 TYPE OF CONTRACT (APRIL 1996)

The FAA contemplates award of a cost-plus-fixed-fee level of effort type contract resulting from this Screening Information Request.

L.3 3.13-4 CONTRACTOR IDENTIFICATION NUMBER DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APRIL 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

L.4 3.9.1-3 PROTEST (NOVEMBER 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts must be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and must be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and must apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offeror's initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest must be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals must be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests must be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester must serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest must include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

L.5 INSTRUCTIONS TO OFFERORS.

L.5.1 MAILING/DELIVERY ADDRESS/PROPOSAL DUE DATE.

Proposals must be mailed, hand carried or delivered by courier or express mail to the Contracting Officer at the following address:

Federal Aviation Administration
ATTN: Jose E. Benitez, AJA-48
Contracting Officer, Room 408
800 Independence Avenue, SW
Orville Building (10A)
Washington, DC 20591
Phone: (202) 493-5251

Proposals must be received by the Contracting Officer, Jose Benitez at the above address, no later than 3:00 P.M. Eastern Standard Time on Thursday, March 4, 2010.

L.5.2 ELECTRONIC EMAIL CORRESPONDENCE

The subject line of all email correspondence must begin with the SIR number DTFAWA-10-R-00340. Correspondence regarding any questions or requests for clarification concerning any aspect of the SIR shall be e-mailed to jose.benitez@faa.gov as an MS Word® attachment not later than Tuesday, 2/16/10. Questions must be submitted using Attachment S005 of Section J of this document and must make reference to the applicable section of the SIR. Offeror's questions and FAA responses may form the basis of an amendment to the SIR. Telephonic questions will not be accepted.

L.5.3 SUBMISSION OF OFFERS AND OTHER INFORMATION.

In response to this SIR, each offeror must submit an offer, provide required written submissions, submit relevant experience/past performance information by providing relevant experience information, as well as requesting designated points of contact to respond directly to the FAA Contracting Officer regarding an offeror's past or present performance, and submit written cost/pricing information. Submissions will be in both hard copy and electronic format via CDROM.

Joint venture entities may submit offers. Any proposal submitted as a Joint Venture must provide a copy of the Joint Venture Teaming Agreement that describes and governs the relationship between all Parties to the Joint Venture. SBA approved Mentor-Protégé joint ventures are not acceptable. However, two firms approved by FAA to be a mentor and protégé in accordance with the FAA Mentor-Protégé Program may joint venture as a SDVOSB, provided that the protégé qualifies as small for the size standard of the applicable NAICS code and qualifies as a protégé as defined by the FAA Mentor-Protégé Program. In such a Joint Venture, the Lead Company must be a SDVOSB.

L.5.3.1 PROPOSAL ORGANIZATION

The offeror's proposal submission must consist of Volume I, the Offer and Other Documents; Volume II, Managerial Capabilities Proposal; Volume III, Finance and Accounting Proposal; Volume IV, Performance Proposal; and Vol. V, Cost/Price Proposal. In addition to the original and hard copies of the proposal volumes, an electronic version in CD format for each volume submitted must be provided by each offeror. Proposal volumes will be organized as follows:

| Volume / Tab | Title | Proposal Type | Page Limit | Number of CD-ROMs | NUMBER OF HARD COPIES |
|--------------|--|---------------|------------|-------------------|-----------------------|
| VOL. I | OFFER AND OTHER DOCUMENTS (See L.5.3.1.1) | Written | No Limit | 1 | ORIG. + 1 |
| Tab A | Table of Contents | | | | |
| Tab B | Section A,OMB #2120-059, Solicitation, Offer and Award – Signed | | | | |
| Tab C | Section B, Supplies or Services and Prices/Cost - Completed | | | | |
| Tab D | Section H, Key Personnel & Facilities | | | | |
| Tab E | Section K, Representations, Certifications and Other Statements of Offerors – Completed and Signed | | | | |
| Tab F | Organizational Conflict(s) of Interest Mitigation Plan, if applicable | | | | |
| | | | | | |
| VOL II | MANAGEMENT PROPOSAL. (See L.5.3.1.2) | Written | 30 | 1 | ORIG. +3 |
| Tab A | Personnel Management | | 5 | | |
| Tab B | Performance Management | | 5 | | |
| Tab C | Accounting and Cost Management | | 5 | | |
| Tab D | Resumes | | 10 | | |
| Tab E | Transition Approach | | 5 | | |
| | | | | | |
| VOL. III | FINANCE AND ACCOUNTING PROPOSAL (See L.5.3.1.3) | Written | 10 | 1 | ORIG. +3 |
| Tab A | Finance | | 5 | | |
| Tab B | Accounting | | 5 | | |
| | | | | | |
| VOL. IV | PERFORMANCE PROPOSAL (See L.5.3.1.4) | Written | 20 | 1 | ORIG. +3 |
| Tab A | Past Performance | | 20 | | |
| | | | | | |
| VOL. V | COST/PRICE PROPOSAL (See L.5.3.1.5) | Written | No Limit | 1 | ORIG. + 3 |

Original Proposals: The original must not be placed in a binder or cover, but rather presented in a manner suitable for filing in the official contract file. All pages of the original must contain two hole punches (1/2 inch from top of paper with 1st hole 3 inches from left to right side centering 8 1/2 x 11. paper

Copies: Copies must be submitted in binders. A binder cover sheet must be affixed to each volume that clearly identifies each volume, volume number, copy number (i.e., copy 2 of 4), solicitation number and the offeror's identification. Copy number must appear on the edge of the binder to allow for rapid accountability when placed in a vertical position in a storage cabinet. If material for a volume requires

more than one book, then that volume must be labeled with the name and number of the volume and book number, if any, (i.e., Technical Proposal, Volume II, Book 1 of 2).

Electronic Copy: Each offeror must provide one compact disk for each of the proposal volumes (I-V). Only one set of compact disks must be submitted. The cost exhibits, Section J-Exhibits L001-L003 must be in MS Excel® 2003 file format that permits copying and pasting of data.

Indexing: Tab indexing must be used to identify all proposal sections. Each volume must be organized so that an extensive search of the proposal is not necessary for its review. Information not in its appropriate section and not appropriately referenced will be assumed to have been omitted.

Software Applications, Page Size, Typing, Spacing, and Numbering: Offerors must use Microsoft Office software applications (2003 or later). Page size must be 8-1/2 by 11 inches. The proposal pages may be printed on both sides of plain white bond paper with each side enumerated for the page count. The type size must not be less than 12-point with a space and a half between lines. When both sides of a sheet of paper contain material, it will be counted as two pages. A smaller type size than 12-point is acceptable for graphics, tables & diagrams as long as the information portrayed remains easily readable. Foldouts (11 by 17 inch paper) will only be acceptable for graphics, tables, and diagrams as long as they fold to 8-1/2 by 11 inch size and will be counted as one page, however if both sides are used it will count as two pages. Each section within a proposal volume must be consecutively numbered. The FAA will not evaluate or read any information beyond page limits as specified in this Section.

L.5.3.1.1 VOLUME I, OFFER AND OTHER DOCUMENTS

Proposal Volume 1 consists of and must include the following:

Table of Contents (Tab A) - Each offeror must provide within this volume a table of contents depicting what is contained in each of the volumes submitted in the offeror's proposal, as well as a listing of all acronyms used and a glossary of terms.

Solicitation/Contract Form SF-33, "SOLICITATION, OFFER AND AWARD," (Tab B) with blocks 13 through 18 completed by the offeror. The representative who signs this form must be authorized to contractually bind the company providing the offer. In the block with its name and address, the offeror shall supply the Contractor Establishment Code (CEC) applicable to that name and address, if known to the offeror. The number should be preceded by "CEC". Offerors should take care to report the correct CEC and not a similar number assigned to the offeror in a different system. The CEC is a 9-digit code assigned to a contractor establishment which contracts with a Federal executive agency. The CEC system is a contractor identification coding system which is currently the Dun and Bradstreet Data Universal Numbering System (DUNS). The CEC system is distinct from the Federal Taxpayer Identification Number (TIN) system.

SIR, Section B (Tab C), Supplies or Services and Prices/Cost - The offeror must complete the pricing, by individual Contract Line Item Number (CLIN), for the services as identified in Section B of the model contract. Any item in Section B identified as being a "Not Separately Priced" (NSP) CLIN is considered to be within established pricing therein or otherwise available to the FAA at no additional charge.

SIR, Section H (Tab D), Key Personnel & Facilities - The offeror must identify all qualified Key Personnel and Facilities as required in Section H.

SIR Section K (Tab E), Representations, Certifications and Other Statements of Offerors - The offeror must complete all Representations, Certifications, and Other Statements included in Section K of the model contract.

Organizational Conflict of Interest Mitigation Plan (Tab F) - If the offeror has an Organizational Conflict of Interest, the offeror must include information regarding the its proposed mitigation of any conflict of interest situation or perceived conflict of interest situation, as required by AMS Clause 3.1.7-2

Organizational Conflicts of Interest (August 1997). The offeror must also provide the aforementioned information concerning any nominated teammate/subcontractor with any perceived or action organizational conflict of interest.

The completion and submission to the FAA of the above items will constitute an offer and will indicate the offeror's unconditional assent to the terms and conditions in this SIR, and in any attachments hereto, for the minimum offer acceptance period identified in Section K.2 and L.1.4 of this SIR.

Alternate proposals are not authorized to be submitted in response to this SIR. Therefore, with respect to specific terms or conditions of this SIR, any objection to any of the terms and conditions of this SIR may constitute a deficiency, which may make the offer unacceptable. In accordance with the AMS, the FAA reserves the right to award a contract without discussions after evaluation of initial written submissions. Offerors are cautioned to consult with the Contracting Officer before submitting any offer that takes exception to any term or condition of this SIR. However, the FAA also reserves the right to conduct offeror specific discussions or to conduct discussions and permit offerors to revise their proposals, if the Contracting Officer deems these measures appropriate and in the best interest of the FAA.

L.5.3.1.2 VOLUME II – MANAGEMENT PROPOSAL– FACTOR 1

Each offeror must develop and submit with their proposal a Management Proposal. The Proposal must state an integrated, thoughtful, and effective approach for properly managing the work to be performed under this contract and should showcase the offeror's capabilities in this regard. The Proposal provides the FAA a basis for reviewing and evaluating performance and for determining contractual compliance. A plan must be submitted as part of each offeror's proposal and will be incorporated into the contract as Section J-Attachment J008 at the time of contract award. The Proposal must be presented in the offeror's format and will, at a minimum, address the following topics:

Subfactor 1.A - Personnel Management – TAB A

Personnel Management– Describe the approach and capabilities to manage fluctuations in work levels due to rapid changes in staffing requirements, including the recruiting and retention of personnel so as to maintain efficient levels of staffing throughout the contract performance period. The offeror should also include a description of its policy regarding recruitment of current contractor support personnel and its ability to manage and train personnel.

Subfactor 1.B - Performance Management – TAB B

Performance Management– Describe the approach and methodology to be used in establishing and maintaining an ATO-R SOMASS contract performance scheduling and reporting system. The system must be able to incorporate management indicators (metrics) to assess contract performance across contract work activities throughout the contract life cycle schedule. The ATO-R SOMASS contract performance system must also track the performance of work under the ATO-R SOMASS contract ensuring that all deliverables required by the contract are made in a timely manner.

Subfactor 1.C – Accounting and Cost Management – TAB C

Cost Management –Describe approach and methodology to be used to monitor costs incurred during contract performance and to project future costs. The system must be used to schedule and track cost milestones and to accumulate cost experience against these milestones. Summary costs must be included along with other program costs. The offeror's cost management controls must include internal policies and procedures, and a process for maintaining, analyzing, modifying and reporting plans, budgets, work authorizations, and cost accumulations in a cost plus environment.

Subfactor 1.D - Resumes – TAB D

Offeror shall submit resumes for the Key personnel The contractor shall provide resumes, limited to two pages per person, for key personnel. Key personnel are listed in Section H.1.

Subfactor 1.E –Transition Approach – TAB E

The offeror must demonstrate the ability to transition to full performance under the ATO-R SOMASS contract. . The objective of the transition approach is to describe the activities of the contractor in relation to transition of support from the existing Contractor(s) to the ATO-R SOMASS Contractor. The transition approach must cover the period from ATO-R SOMASS contract award through the next 60days. At a minimum, the offeror's Transition Approach must describe the following:

1. Establish an orderly and effective process for transitioning the required services within 60 days of contract award with minimal disruption to the FAA daily activities.
2. Demonstrate the ability to communicate and coordinate effectively between key stakeholders, such as FAA personnel and key subcontractors, during the transition period.
3. Demonstrate ability to effectively acquire personnel to provide services to FAA with minimal disruption, minimal impact on FAA operations and productivity, minimal duplication of effort.
4. Demonstrate ability to effectively provide facilities and resources to support FAA with minimal disruption, minimal impact on FAA operations and productivity, minimal duplication of effort.

L.5.3.1.3 VOLUME III - FINANCE AND ACCOUNTING-- FACTOR 2

Each offeror must develop and submit with their proposal a Finance and Accounting plan to include:

Subfactor 2.A - FINANCE – TAB A

The offeror must demonstrate the ability to fund contract efforts. A Financial Plan must be submitted covering from ATO-R SOMASS award through the next 60 days. This Financial Plan will describe in detail the approach for funding related to ATO-R System Operations Management and Administrative Support Services effort. Supporting Financial Plan documents must include: bank letter of credit and recent Financial Statements (Audited Financial Statements Preferred).

Subfactor 2.B - ACCOUNTING – TAB B

The offeror must state whether or not their Accounting System has been determined to be adequate for reimbursable contracts by the Defense Contract Audit Agency (DCAA) or any other audit entity. If an offeror states that DCAA has found their accounting system to be adequate for reimbursable contracts, the Offer must provide proof, including a copy of the DCAA audit report making this determination. Provide DCAA point of contact information (DCAA Office, Auditor name, Auditor phone number Auditor Email address). If an Offeror states that any other audit entity has found their accounting system to be adequate for reimbursable contracts, the Offer must provide proof, including a copy of the audit report making this determination. Provide point of contact information (Entity Name, Auditor name, Auditor phone number Auditor Email address). Offerors not having audit review of their accounting systems are not precluded from bidding on the SIR/RFO; however, your proposal must detail your ability to comply with FAA Cost Principles and your method to accurately collect and segregate costs under a cost reimbursable contract.

L.5.3.1.4 VOLUME IV – PAST PERFORMANCE – FACTOR 3

Factor 3. - Past Performance – TAB A

Past Performance- - Each offeror must describe past performance and must provide a list of no more than five (5) contracts for which the offeror was a prime or sub-contractor that are current or completed or terminated (partial or complete) within the past five (5) years, and the basis for termination (convenience or default). Offerors must also provide information pertaining to any major descoping actions (50% or more of the work) occurring within the past five (5) years. Include the contract number, contract type, nature of work, original contract value, identification of major subcontractors and the name, address, and telephone number of the Government or industry Termination Contracting Officer.

The FAA will conduct a past performance review of each offeror. Each offeror will be evaluated on its performance under prior contracts for similar size, scope, complexity, and magnitude of services to be performed. Therefore, each offeror must forward the FAA past performance questionnaire Section J, to those points of contacts identified in the preceding paragraph. The offeror must ensure past performance information is provided for not more than five contracts each for themselves and each subcontractor teammate. Offerors must also provide the FAA Contracting Officer a list of the points of contact, mailing addresses and telephone numbers who were provided a past performance questionnaire. Offerors are solely responsible for ensuring past performance questionnaires are submitted directly to the Contracting Officer identified in Section L.5.1 by their identified points of contact for each relevant contract and that questionnaires have been received by the due date for proposals specified in Section L.5.1.

The FAA reserves the right to contact any reference identified by each offeror, or other references the FAA may deem appropriate and who may be of assistance in providing past performance information. All information received may be used in the evaluation of an offeror's past performance.

Information regarding each offeror, garnered from a variety of sources familiar with each offeror's past efforts, will be used to compile a past performance history over the past five years which will then be reviewed for each offeror and become one of the evaluation factors used in the source selection process.

Additionally, the past performance history of subcontractor teammates will also be examined to provide a comprehensive performance assessment of the entire proposed contractor team. It is suggested that offerors send their identified customer points of contact a letter requesting that past performance information be provided directly to the FAA as illustrated in attachment J009:

All past performance questionnaires must be received by the FAA Contracting Officer by the due date for proposals specified in Section L.5.1.

Any questions may be directed to the FAA Contracting Officer.

NOTE: It is the sole responsibility of each offeror to ensure that the information contained in the past performance questionnaire is provided by the point of contact directly to Jose Benitez, Contracting Officer, AJA-48, Room 408, 800 Independence Avenue, SW., Washington, DC 20591 by the closing date of the SIR.

L.5.3.1.5 VOLUME V - COST PROPOSAL - PREPARATION INSTRUCTIONS

The cost proposal is the offeror's estimate of the cost and fee to perform the work described in this SIR. The FAA will use the cost proposal to determine the probable cost to the FAA, so it is important that the cost proposal be accurate and complete. Each offeror must submit its cost proposal in a sealed package(s) plainly marked "Volume V - COST PROPOSAL." This volume shall be the only proposal part that shall include cost information. Cost proposals will be evaluated for reasonableness and realism.. In its evaluation, the Government may use cost/price analysis techniques, information from Government IGCE, DCAA audit/rate check information, and any other available data and information deemed appropriate by the Government. The Government may make adjustments (both upward and downward) to the total proposed cost (including all options) that the Government deems appropriate for evaluation purposes.

A cost is considered reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. The costs in an offeror's proposal are considered realistic for the work to be performed if they reflect a clear understanding of the requirements, and are consistent with the various elements of the offeror's technical proposal. Realistic costs are verifiable, complete, and accurate, and supported by estimating methodology that is logical, appropriate, and adequately explained.

Proposing uncompensated overtime, defined as any proposed workweek in excess of 40 hours, is not authorized. In order to receive award, the offeror's accounting system must be adequate for determining costs applicable to the contract.

L.5.3.1.5.1 MANDATED ASSUMPTIONS FOR OFFERORS' PRICING

In order to promote fair and consistent pricing of this procurement, all offerors must reflect certain assumptions in their cost proposals. The assumptions are as follows:

A. This effort will be performed at both contractor offices and FAA facilities. For proposal pricing purposes, offerors must assume a split of 85% and 15% between performance at the FAA facilities and the contractor's offices, respectively (85% On-site FAA facility / 15% Off-Site contractor facility). Upon contract award and/or as contract requirements are filled, the contractor will be notified of the actual number of personnel to be located at on-site and off-site positions.

B. Section J-Attachment 5 "Exhibit 0001-0004", Proposal Off-Site Labor Hour Requirements is the distribution of labor hours that must be used for Cost Proposal purposes.

C. Contract Start Date: For cost proposal preparation purposes, the offeror must assume phased in performance will begin within 45 days of contract award.

D. Correlation of Labor Categories to Contractor Proposal Categories: Section J-Exhibit L003, Development of Direct Labor Rates for First Year of the Contract, is a key cost exhibit. It is imperative that offerors be as realistic as possible when preparing this exhibit. Bid category rates should exist and be easily verifiable; Defense Contracting Audit Agency (DCAA) approved proposal-pricing rates. Furthermore, once the offeror develops a mix of bid category rates for a given labor category, it must use the same mix for every contract year including all option periods. Inaccurate, incomplete, or unsubstantiated information in Section J-Exhibit L003, or in its related discussion, could result in the elimination of a proposal from further consideration for award.

E. Yearly Increases in Direct Labor Rates: Offerors must develop/propose, in detail, direct labor rates by labor category, as identified by Section J-Attachment A001 "Proposal Labor Hour Requirements". (Note the discussion of Section J-Exhibit L002 and L003, respectively.) Direct labor rates for all contract years must be based on the same methodology proposed for the first year (basic) of the contract. Proposed escalation for subsequent year direct labor rates must be specifically identified and supported by written discussion of the escalation methodology applied.

Failure to comply with these assumptions could result in the determination that the proposal is non-responsive to the SIR and could be grounds for rejection of the proposal.

L.5.3.1.5.2 DEFINITIONS OF LABOR CATEGORIES AND SKILL LEVELS

Section J-Attachment J001, Labor Category and Skill Level Descriptions provides the labor categories and the minimum qualifications for each. Offerors must take these requirements into account when developing direct labor rates.

L.5.3.1.5.3 PRESCRIBED STAFFING AND DISTRIBUTION OF LABOR HOURS

Section J-Attachment A001 "Proposal Labor Hour Requirements" of this SIR lists the FAA's prescribed distribution of labor hours by labor category. The quantity of hours listed in Section J-Attachment A001 is the amount to be utilized by the offerors for proposal purposes. Section J-Attachment A001 Proposal Labor Hour Requirements apply to each of the four contract years (Basic, Option 1, Option 2, Option 3, & Option 4). The offeror may allocate the hours among its proposed subcontractors, as it deems appropriate (except as otherwise required for small business subcontracting allocation). The total numbers of hours for the prime and subcontractors must exactly match those in Section J-Attachment A001.

As part of their cost proposal, each offeror must submit a copy of completed Section B from the model contract with all costs and fees appropriately inserted.

L.5.3.1.5.4 REQUIRED COST EXHIBITS.

Offerors and subcontractors must submit the information below in the form of cost exhibits. They must clearly identify each cost exhibit, follow the prescribed format, include all of the information requested, and sequentially number the pages as appropriate. Subcontractor information of a proprietary nature may be provided in sealed packages appropriately marked. In addition to these cost exhibits, each offeror must submit any additional data, supporting schedules or substantiation that will facilitate the Government's evaluation of the proposal. The offeror is responsible for ensuring the accuracy and completeness of all subcontractor data.

Summary of Cost Exhibits

| | |
|------------------------|---|
| Section J-Exhibit L001 | Proposed Cost/Price by Element of Cost, Year, and Contract Term |
| Section J-Exhibit L002 | Proposed Off-Site Direct Labor Hours, Rates and Costs |
| Section J-Exhibit L003 | Development of Off-Site Direct Labor Rates for First Year of the Contract |

Section J-Exhibit L001 – Proposed Price By Element of Cost, Year, and Contract Term

This cost exhibit displays an offeror's and subcontractor's proposed price by specified element of cost over the four years of the contract, by year, by term (Basic, Option 1, Option 2, Option 3 & Option 4). Each offeror and subcontractor must provide this cost exhibit. Subcontractor costs must also be included in the offeror's (prime contractor's) cost exhibit. The total price amount for the prime contractor (including their subcontractors prices) must match what is proposed in section B of the model contract.

The element identified as "Direct Labor" should show only the proposing offeror or subcontractor's direct labor cost, and it must exactly match the bottom line in Section J-Exhibit L002, Proposed Direct Labor Hours, Rates and Costs.

For the prime contractor only, the elements identified as subcontractor costs must exactly match the bottom lines from Section J-Exhibit L001, Proposed Cost/Price by Element of Cost, Year, and Contract Term for each of the subcontractors. Each offeror, but not the proposed subcontractors, must provide a step-by-step explanation of the indirect costs it applied. This explanation should be complete and easy to follow.

Section J-Exhibit L002 – Proposed Direct Labor Hours, Rates and Costs

This cost exhibit displays direct labor only, with no applicable indirect costs or fee. Indirect expenses and other direct charges must appear on separate cost exhibits. There must be a separate Section J-Exhibit L002, Proposed Direct Labor Hours, Rates and Costs for each proposing prime contractor or subcontractor. Offerors must use the labor categories in Section J-Attachment J001, Labor Category and Skill Level Descriptions when completing this exhibit. The total number of hours of the prime and its subcontractors must match the labor categories numbers in Section J-Attachment A001, Proposal Labor Hour Requirements.

For years two (2) through five (5), the direct labor rate for each labor category must be based on the same methodology used to develop the prior year rates. Proposed escalation for subsequent years must be specifically identified by year and include a supporting discussion of the methodology for development of the direct labor rate escalation.

Offerors are directed to not include in Section J-Attachment A001 such indirect labor costs as direct costs..

Prime contractors or subcontractor must, in a supplement to Section J-Exhibit L002, certify their policy, or intent, regarding the treatment of labor for such administrative functions as program management, contract administration, subcontract administration, and contract accounting. The firm must certify either a) that it

ordinarily does not charge such labor directly or b) does not intend to do so under the contract. The certification must include the name and title of the signing official.

Section J-Exhibit L003 – Development of Direct Labor Rates

This cost exhibit displays the methodology used to develop/propose each prime contractor's and subcontractor's direct labor rates. There must be a separate Section J-Exhibit L003, Development of Direct Labor Rates for First Year of the Contract for the prime contractor and each of its subcontractor(s) submitting a proposal.

For each labor category, the prime contractor and subcontractors must show how it developed/proposed the year 1 (basic) rate using internal, corporate bid rates that can be easily audited or verified. It is assumed that the offeror has pre-existing, readily accessible direct labor rates commonly used for proposal pricing and that the offeror will use these rates to develop the proposed rates. If this is the case, then the offeror must show the SIR labor categories on the left side of the cost exhibit, the company bid categories and rates across the top, and at each intersection, must identify the percentage the bid category is of the labor category. At the far right, the offeror must list the sum of the products of bid category rates and percentages that bid category are of the labor category. If an offeror proposes to escalate the current bid category rate to a projected rate effective for year 1, then it must list the current rate and the escalated rate at the top of the cost exhibit, and provide a detailed explanation of the year 1 escalation.

Where an offeror does not have existing bid category rates, or the bid categories do not sufficiently correspond to the SIR categories, the offeror must make this fact known in the proposal. In addition, thorough explanations regarding the methodology employed in developing the labor category rates are mandatory. If the offeror base proposed direct labor rates on the rates of individual employees, the offeror must list each employee's name, current rate, and the weight (percent) assigned to the employee's rate. An offeror that escalates the current rate to a year 1 rate must explain how and why it did so. The FAA encourages offerors to provide rationale for not using bid category rates and to explain the development of each SIR category rate. They should include existing verifiable data as well as assumptions, rationale, and methodologies applied in projecting from known data to estimates used in the proposal.

Offerors may not change the mix of company bid labor categories from contract year to contract year. Proposed escalation for subsequent year (post-basic) direct labor rates must be specifically identified and supported by written discussion of the escalation, and escalation methodology applied.

Section J-Exhibit L004 – Summary of Offeror's Government Audit Information and Disclosure Statement
This cost exhibit provides summary information on each offeror's latest audit as well as Government points of contact. Each offeror responding to the SIR is required to provide this cost exhibit. Compliance with FAA Cost Principles is mandatory and associated information regarding the offerors accounting system and ability to accurately collect costs under a cost reimbursable contract is required as part of your proposal submittal.

The proposal must detail an offerors ability to comply with FAA Cost Principles and your method to accurately collect and segregate costs under a cost reimbursable contract. An offeror's accounting system must be adequate for determining costs applicable to the contract, and is a requirement for contract award. Further, Government review and audit of an offerors accounting system may be conducted after contract award. In the event an offeror's accounting system is determined not adequate, the contract may be terminated for convenience.

In addition, and as part of this cost exhibit, all proposal submittals must provide documentation that shows the offeror's ability to cover payroll to accommodate Government "in arrears" payments for work performed for a period up to 60 days.

L.5.3.1.5.5 INDIRECT EXPENSE SCHEDULES

Each offeror must include a schedule of indirect expenses for every indirect cost pool included in the proposal (example: labor overhead; G&A; fringe; material overhead; etc.). Offerors are discouraged from creating indirect expense pools solely for purposes of responding to this SIR. However, if the offeror commonly does this and has no practical alternative to meet proposal requirements, it shall provide rationale for the expense pool, corporate policy regarding the establishment of the pool, and information on similar pools, along with any audit data available.

The offeror shall list amounts for individually accounted for pools, not group totals. For example, it shall list amounts for specific fringe benefit items (vacation, holidays, sick leave, pension plan, medical insurance, etc.). Listing only fringe benefit total is not sufficient. Similarly, the offeror shall list separate amounts for rent depreciation, indirect labor, and the other items that comprise the overhead pool. Further, the offeror shall list the total expense pool amount (numerator), allocation base amount (denominator), and rate (quotient) for each indirect expense category proposed.

L.5.3.1.5.6 CONTRACTOR COST PROPOSAL

The offeror shall address the following areas in its proposal:

- 1) Direct Labor Rates (including escalation)
- 2) Direct Labor Hours
- 3) Indirect Rates
- 4) Other Direct Costs (including escalation)
- 5) Fee

L.5.3.1.5.6.1 DIRECT LABOR RATES

The Offeror shall address the rationale used for development of the proposed direct labor rates. Offeror shall address the extent that DCAA FPRA/approved bid rates were utilized, and explain any differences between DCAA approved rates and proposed rates. Offerors shall address use and rationale of escalation for direct labor.

The Offeror shall verify that its proposed rates reflect a workweek not-to-exceed 40 hours. Each offeror and proposed subcontractor shall submit the following certification as a part of its cost proposal: “The proposed direct labor rates in this proposal reflect a workweek that does not include uncompensated overtime and does not exceed 40-hours per week.” The certification shall also include the name and title of the signing official.

L.5.3.1.5.6.2 DIRECT LABOR HOURS

The Offeror shall verify that its proposal (including subcontractor) proposes hours IAW SIR attachments S001 and J001.

The Offeror shall verify that it does not include labor for the following administrative functions: contract administration, subcontract administration, human resources, and contract/invoice accounting.

L.5.3.1.5.6.3 INDIRECT RATES

The Offeror shall address the rationale used for development of each proposed indirect rate. Offeror shall address the extent that DCAA FPRA/approved indirect rates were utilized, and explain any differences between DCAA approved rates and proposed rates. Offerors shall clearly explain application of each rate.

L.5.3.1.5.6.4 OTHER DIRECT COSTS

The Offeror shall address any proposed other direct costs, including facility costs associated with L006, travel, materials, consultants, and interdivisional transfers.

L.5.3.1.5.6.5 FEE

The Offeror shall address their rationale of the proposed fee structure.

L.5.3.1.5.7 EXCEPTIONS

The Offeror shall state explicitly whether or not any exceptions are taken to the terms of the solicitation. If exceptions are taken, the offeror shall list each exception, and provide the rationale for each exception. Each exception must be specifically related to a specific paragraph/section of the RFO.

L.6 SOURCE SELECTION PROCESS

L.6.1 GENERAL SIR INSTRUCTIONS

This SIR does not commit the Government to pay any costs incurred in the submission of any proposal or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services. Proposals from unsuccessful offeror's will not be returned. The original proposal will be retained in the official contract file and remaining copies destroyed.

One set of the proposal must contain the signed original of all documents requiring a signature by the offeror. Use of reproductions of signed originals is authorized for all other copies of the proposal.

Offeror's assume the full responsibility of ensuring that proposals are received at the place and by the date and time specified above.

Offeror's desiring confirmation of receipt of their proposal must request confirmation by emailing jose.benitez@faa.gov.

Replies to this SIR must be in conformance with the outlines or instructions as identified in this as well as other paragraphs of Section L.

Offerors must submit factual and concise written information as requested in the SIR. Proposals should be specific enough to provide the FAA evaluators with enough information to be able to judge the capabilities of each offeror to perform the requirements. Proposals that merely offer to perform in accordance with the FAA's requirements, as described under the SOW, will be considered unacceptable, as will those proposals that merely paraphrase Section C, DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK, or which use nonspecific phrases such as "in accordance with standard procedures" or "well known techniques."

Omissions or sketchy responses to the requirements of this SIR may render a proposal incomplete, as it relates to the requirements of the solicitation, and therefore, may cause it to be found unacceptable for further consideration.

Written submissions must not exceed any page limitations established in section L.5.3.1 of this document. Any submission exceeding a page limitation will only be evaluated up to the established page limitation. For example, if the page limitation for a specific submission is established at four (4) pages and the offeror's submission is six (6) pages, only pages one through four will be evaluated.

L.6.2 COMPLETENESS/COMPLIANCE WITH INSTRUCTIONS

The FAA reserves the right to award a contract based on initial offers received, without communications. Therefore, it is critical that each offer is fully responsive to the SIR, without exception of any provision and the information must be clear and complete.

The FAA will review all proposals to ensure completeness, response to all elements, and adherence to section L (this section) of the solicitation. Those proposals that do not meet these requirements will be rejected. The resultant Contractor is responsible for compliance with the entire Statement of Work (Section C), and all attachments of the solicitation/contract.

When evaluating an offeror's capability to perform the prospective contract, the FAA will also consider compliance with these instructions. The FAA will consider an offeror's noncompliance with all these instructions as indicative of quality of work the FAA may expect from the offeror during contract performance. The noncompliance with these instructions may be considered indicative of a quality problem and assessed as a risk as provided for in Section M5, Risk Assessment

L.6.3 EVALUATION

During the evaluation process, the FAA will evaluate each offeror's proposal, using information submitted to the FAA, presented in written form by each offeror, or in the case of past performance/relevant experience, obtained from outside references and other points of contact. The FAA will evaluate each offeror's capability to perform the effort required by Section C of this SIR, as follows:

Formal Evaluation of the Offeror's Management Proposal (Volume II)
Formal Evaluation of the Offeror's Finance and Accounting Proposal (Volume III)
Formal Evaluation of the Offeror's Performance Proposal (Volume IV)
Formal Evaluation of the Offeror's Cost/Price Proposal (Volume V)

L.6.4 DISCUSSIONS WITH OFFERORS

Communications with potential offerors may take place throughout the source selection process. The purpose of communications is to ensure there are mutual understandings between the FAA and offerors on all aspects of this procurement. Information disclosed as a result of oral or written communication with an offeror may be considered in the evaluation of an offeror's submittal(s).

To ensure that offerors fully understand the intent of the SIR, and the FAA's needs stated therein, the FAA may hold one-on-one meetings with individual offerors. One-on-one communications may continue throughout the process, as required, at the FAA's discretion. In accordance with AMS policy, the FAA reserves the right to conduct discussions with specific offerors only, with all offerors, or with no offerors as circumstances warrant.

Certain topics of communications may necessitate amendments to the SIR. If this is the case, all competing offeror's will be advised of the changes and the Contracting Officer will establish a common cut-off date for any and all resulting offeror revisions.

L.6.5 NON-GOVERNMENT PERSONNEL PARTICIPATION

Offerors are hereby notified that the FAA may have responses to the SIR, to include any written technical proposals or other written information, provided in response to this acquisition, reviewed by support service contractor personnel, including those from Veteran's Solutions, Inc., and Constellation Aviation Solutions, Inc. All non-Government personnel have signed, or will sign, non-disclosure statements prior to supporting the FAA on this contract. The exclusive responsibility for source selection will remain with the FAA.

L.6.6 RESPONSIBLE PROSPECTIVE CONTRACTORS

Notwithstanding the evaluation methodology outlined in this SIR, an offeror must also be found responsible by the Contracting Officer prior to the award of any resultant contract. As a minimum, to be determined responsible a prospective contractor must:

1. Have adequate resources (financial, technical, etc.) to perform the contract, or the ability to obtain them;
2. Be able to comply with the required delivery or performance schedule, considering all existing business commitments;
3. Have a satisfactory performance record;
4. Have a satisfactory record of integrity and business ethics; and
5. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

L.6.7 PRE-AWARD SURVEYS

A pre-award survey is an evaluation of a prospective contractor's capability to perform a proposed contract and is used as a means for assisting the Contracting Officer in making a determination that an offeror is a responsible prospective contractor. The FAA reserves the right to conduct a pre-award survey on any proposed subcontractor. If a pre-award survey is conducted, it does not mean that an offeror has been selected for award.

L.6.8 NOTIFICATION OF AWARD AND DEBRIEFING OF UNSUCCESSFUL OFFERORS

Written notice to unsuccessful offerors and contract award information will be promptly released. Unsuccessful offerors may request a debriefing by providing a written request to the Contracting Officer. The Contracting Officer will ask for written questions prior to debriefings. Debriefings will be conducted only after completion of source selection activities award of contract. Debriefings will be done in accordance with FAA Management Policy 3.2.2.3.1.4:

SECTION M EVALUATION FACTORS FOR AWARD

M.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.2.3-34 EVALUATING OFFERS FOR MULTIPLE AWARDS (JULY 2004)

3.2.4-31 EVALUATION OF OPTIONS (APRIL 1996)

M.2 BASIS FOR AWARD

The FAA intends to make an award to those Offerors with acceptable and adequate financial and accounting systems (preferably systems that have already been audited by DCAA or other Federal Government Auditor), which are considered acceptable to support award of a Government Cost Reimbursable Contract. Offerors must provide the name and phone number for the DCAA Audit Office or other Federal Government Agency that conducted the most recent audit of the Offeror's financial and accounting systems or indicate that they have not yet been through a DCAA or other Federal Government Agency Audit. If an Offeror has not yet been audited by a DCAA or other Federal Government Agency, the FAA will request audit(s) prior to award. Should the Offeror not receive an approval prior to award, the FAA may consider awarding the contract and allowing interim pricing structures such as Time and Material rates to be used pending the DCAA approval.

The Offeror(s) whose offer conforms to the requirements of the solicitation and provides the best value to the FAA will be selected for award(s). The best value is defined as the proposal that is the most advantageous to the FAA based on the evaluation factors contained in Section M.5. The best value approach provides the opportunity for technical and cost/price trade-offs, and does not require that award be made to either the Offeror submitting the highest rated proposal or the Offeror submitting the lowest cost/price, although the ultimate award may be to either one of those Offerors. As technical scores are closer, cost/price becomes more important.

In evaluating the proposals, the FAA may conduct written or oral communications with any and/or all Offerors, and may reduce the firms participating in the competition to only those Offerors most likely to receive award. The FAA reserves the right to conduct discussions and negotiations with any individual competing Offeror, or all competing Offerors, as the situation warrants. Discussions with one or more Offerors do not require discussions with all Offerors.

To be eligible for award, an Offeror must meet all the requirements of the SIR. However, the FAA reserves the right to reject any and all offers, waive any requirement, minor irregularities and discrepancies, if it is in the best interest of the FAA to do so. In addition the Offeror must meet the minimum responsibility requirements as addressed in Section L.6.2 and FAA AMS Policy Section 3.2.2.2. The Offeror must also be determined to be financially viable and a responsible on-going business concern.

The FAA reserves the right to award a contract immediately following the conclusion of any evaluation, and may not require communications with the successful Offeror or any other Offeror. Therefore, it is critical that each offer be fully responsive to this SIR and its provisions. All submittals in response to a SIR should contain the Offeror's best terms from a Technical, Corporate Management Expertise and Relevant and Past Performance, and Cost/Price, standpoint.. If the FAA awards on initial offers, the basis for award remains best value and, therefore, the successful Offeror may not have submitted the lowest price, nor the highest-rated proposal..

The FAA reserves the right not to make an award if such action is in the FAA's best interest. Offerors are cautioned not to minimize the importance of a detailed adequate response in any of the factors.

Alternate proposals are not authorized to be submitted in response to this SIR, and will not be evaluated. Therefore, with respect to specific terms or conditions of this SIR, any objection to any of the terms and conditions may constitute a deficiency which may make the offer unacceptable. As the FAA reserves the right to award a contract without discussions, in accordance with FAA AMS, offerors are cautioned to consult with the Contracting Officer before submitting any offer that takes exception to any term or condition of this SIR. However, the FAA also reserves the right to conduct offeror specific discussions or to conduct discussions and permit offerors to revise their proposals, if the Contracting Officer deems appropriate and is in the best interest of the FAA. The FAA reserves the right to reject any exception for any reason.

M.3 EVALUATION FACTORS RELATIVE ORDER OF IMPORTANCE

The basis for award will be made against the evaluation factors contained in Section M.5. The evaluation will consider the FAA's characterization of risk. All factors will be considered in the evaluation for award. Managerial Capabilities is the most important factor, followed by Finance and Accounting, followed by Performance. The Managerial Capabilities, Finance and Accounting, as well as Performance factors will be numerically scored. Cost/Price will not be numerically scored, but will be evaluated for realism and reasonableness. As technical scores are closer, then cost/price becomes more important. As technical differences between offers become smaller, Cost/Price becomes more important among Offerors.

M.4 EVALUATION PROCESS

During the evaluation process, the FAA evaluation teams will evaluate each Offeror using information submitted by the offeror (or in the case of Past Performance, obtained from outside references and other points of contact) against evaluation factors contained in Section M.5.

The Managerial Capabilities, Finance/Accounting and Performance proposals will be evaluated by one team and the Cost/Price proposal will be evaluated by a second different team. These teams will evaluate each offer against the evaluation factors (and the criteria as applicable) established in this section and in accordance with the relevant evaluation plan.

The various evaluation teams will then compile the results from all evaluation factors and sub-factors, and present their findings to the Source Evaluation Board (SEB). The SEB will present their recommendations to the Source Selection Official (SSO), who will select the offer(s) providing the best value to the FAA. A proposal that fails to meet the requirements of this SIR and is unrealistic in terms of technical content, schedule commitments, or price may be (a) deemed reflective of an inherent lack of technical competence, (b) indicative of a failure to comprehend the technical complexity and risks of the contract requirements, and/or (c) grounds for determining that a proposal may no longer be considered for contract award.

The Offeror must furnish adequate and specific information in its response to this SIR. A proposal will be eliminated from further consideration before the evaluation if the proposal is so grossly and obviously deficient as to be unacceptable on its face. For example, a proposal will be deemed unacceptable if it does not represent a reasonable effort to address itself to the essential requirements of this SIR, or if it clearly demonstrates that the Offeror does not understand the requirements of this SIR. In the event a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation.

An Offeror's response must provide insight into the Offeror's understanding of the requirements, the approach and general procedures that the Offeror proposes to use to meet these requirements, and any inherent problems associated with performing this contract. The proposal must be sufficiently detailed, specific, and complete to enable the FAA to thoroughly evaluate the proposal to determine whether the

specified requirements are met, without discussion with the Offeror. Simply stating that an Offeror understands and will comply with the specifications, or paraphrasing the specifications is inadequate, as are phrases such as: “Standard procedures will be employed” and “Well-known techniques will be used.”

Each Sub Factor listed in M.5 will receive a numerical designator score on a point scale from 1 to 100 based on the Scoring Criteria Description and/or definition table below - 1 is the lowest score possible and 100 is the highest score possible. These sub- factor scores will be weighted according to M.5 and used to calculate a Total Proposal Score. The Total Proposal Score has a range from 1 to 100 – 1 is the lowest score possible and 100 is the highest score possible.

| SCORING CRITERIA | | |
|----------------------------------|---|------------------------------------|
| <u>General Descriptor</u> | <u>Description and/or definition</u> | <u>Numerical Designator</u> |
| Exceptional | Of exceptional merit, exceeding specified performance, qualifications, or capability in a way that is beneficial to the Government, indicates element with many superior features | 95-100 |
| Exceeds | More than adequate, offers performance, qualifications, or capability which is more than required but is not of an exceptional nature | 85-94 |
| Meets | Adequate; responsive to requirements; meets specified performance or capability | 75-84 |
| Marginal | Marginal; proposal is not responsive to requirements; overall it fails to meet minimum specifications | 65-74 |
| Poor | Less than Marginal; deficiencies throughout that can be corrected only by major or significant changes to relevant portions of the proposal. | 1-64 |

M.5 EVALUATION FACTORS

The following three (3) technical evaluation factors will be used to evaluate the Offerors. Factors 1, 2 and 3 have percentage weight of importance listed for Total Proposal points. These factors will be utilized by the FAA to make a best value determination. Under Factors 1, 2 and 3, the sub-factors are listed with corresponding percentage weights.

Factor 1: Management Proposal– 50% of Total Points for Proposal Evaluation.

Sub-Factor 1.A – Personnel Management - 20%
Sub-Factor 1.B – Performance Management - 20%
Sub-Factor 1.C – Cost Management - 20%
Sub-Factor 1.D – Resumes - 20%
Sub-Factor 1.E – Transition Approach - 20%

Factor 2: Finance and Accounting – 30% of Total Points for Proposal Evaluation.

Sub-Factor 2.A – Finance - 50%
Sub-Factor 2.B – Accounting - 50%

Factor 3: Performance – 20% of Total Points for Proposal Evaluation.

Factor 3.A – Past Performance - 100%

M.6 EVALUATION CRITERIA.

M.6.1 CRITERIA FOR FACTOR 1: MANAGEMENT PROPOSAL

These Criteria relate to the Offeror's Management Proposal Volume II as highlighted in this document's Section L.5.3.1.2.

For the Offeror's written responses to Sub-factor 1.A– Personnel Management, the evaluation will consider the degree to which the Offeror's proposed staffing plan allows for the successful recruitment, staffing, training and retention of personnel under SOMASS. Furthermore, the evaluation will consider capabilities to manage sudden fluctuations in work levels.

For the Offeror's written responses to Sub-factor 1.B – Performance Management, the evaluation will consider the degree to which the Offeror's approach and/or proposed methodology for contract performance management allows for the successful planning, execution and management of SOMASS work efforts which includes management indicators (metrics) and deliverables status.

For the Offeror's written responses to Sub-factor 1.C – Cost Management, the evaluation will consider the degree to which the Offeror's proposed cost management plan monitors costs incurred, projects future costs, track cost milestones, provides reports, all in a cost plus environment.

For the Offeror's written responses to Sub-factor 1.D – Resumes, the evaluation will consider the extent to which the offeror has provided key personnel that have the experience and education as required in J001 Labor Category Descriptions.

For the Offeror's written responses to Sub-factor 1.E – Transition Approach, the evaluation will consider the degree to which the Offeror's proposed transition approach to SOMASS demonstrates understanding of the transition process, identifies and mitigates transition issues such as personnel acquisition and stakeholder communication and serves to foster a smooth seamless transition with minimal disruption to current operations.

M.6.2 CRITERIA FOR FACTOR 2: FINANCE AND ACCOUNTING

These Criteria relate to the Offeror's Finance and Accounting Proposal Volume III as highlighted in this document's Section L.5.3.1.3.

For the Offeror's written responses to Sub-factor 2.A - Finance, the evaluation will consider the degree to which the responses demonstrate the Offeror's understanding and ability to fund contract efforts from award date through the next 60 days. The offeror's cost management controls must include internal policies and procedures, and a process for maintaining, analyzing, modifying and reporting plans, budgets, work authorizations, and cost accumulations in a cost plus environment

For the Offeror's written responses to Sub-factor 2.B – Accounting, the evaluation will consider the degree to which the Offeror's Accounting System is deemed adequate for reimbursable contracts.

M.6.3 CRITERIA FOR FACTOR 3: PAST PERFORMANCE

These Criteria relate to the Offeror's Past Performance Proposal Volume IV as highlighted in this document's Section L.5.3.1.4.

Past performance is a measure of how well the Offeror has performed work historically. The FAA will evaluate the history of performance by the Offeror on previous projects. The Offeror must demonstrate successful past performance as confirmed by references. Accordingly, the FAA may contact any or all references in the Offeror's proposals, as well as other references or sources, as part of its evaluation. Personal knowledge of the evaluators and data obtained from other sources may be considered. The Past

Performance Evaluation is accomplished by reviewing aspects of an offeror's past performance based on the elements below

Using past performance information provided for Sub-factor B in this document's Section L.5.3.1.4, the evaluation will be based on the following: 1) satisfactorily fulfilling all requirements of the contract. 2) providing deliverables that are complete and accurate. 3) the ability to solve contract performance problems without extensive guidance from the government or other customers. 4) display of initiative in meeting requirements. 5) commitment of adequate resources in timely manner to meet contract requirements and to successfully solve problems. 6) submittal of change orders and other required proposals in a timely manner. 7) responding positively and promptly to technical directions, contract change orders, etc. 8) effectively interfacing with the Government's staff or other customer's staff. 9) satisfactory responsiveness to customer concerns and "user friendliness". 10) coordination, integration, and effective subcontractor management. 11) meeting proposed cost estimates.

M.7 COST/PRICE EVALUATION.

Cost/Price will be evaluated, not scored. The price proposal will be evaluated and determined by adding the total proposed price for the base period and all of the option periods. In its evaluation, the Government may use cost/price analysis techniques, information from Government IGCE, DCAA audit/rate check information, and any other available data and information deemed appropriate by the Government. The Government may make adjustments (both upward and downward) to the total proposed cost (including all options) that the Government deems appropriate for evaluation purposes. The pricing proposal for the base and option periods will be evaluated as to the cost/price reasonableness and cost/price realism of their response. The offered CPFF (estimated cost and fixed fee considered) values will be evaluated as part of the best value determination. The total CPFF value is comprised of the basic, and options 1 through 4.

M.8 RISK ANALYSIS.

During the course of the evaluation, potential risks to successful performance of SIR requirements by the offeror will be identified, reviewed, and assessed by the evaluators. Risks identified within any aspect of an offeror's proposal, and within any of the evaluation factors/sub-factors, will be assessed as to their potential impact on work performance, program management, work schedules, and cost. Additionally, risks identified due to inconsistencies and discrepancies between various aspects (Volumes) of each offeror's proposal will also be evaluated.

Based on the risk assessment evaluation, an overall adjectival rating describing the risk inherent in each offeror's proposal will be assigned. Risk will be adjectivally rated as follows:

High Risk: Great potential exists for serious work performance problems including, but not limited to, work schedule disruptions, degradation of performance or quality problems and increases in cost, even with special emphasis and close monitoring.

Medium Risk: Some potential exists for work performance problems including, but not limited to, work schedule disruptions, degradation of performance or quality problems, and a commensurate increase in contract costs incurred by the Government. However, with special emphasis and close monitoring by the Government, the Contractor will probably be able to overcome the difficulties.

Low Risk: Minimal or no potential exists for work performance problems, including, but not limited to, work schedule disruptions, quality problems, and a limited or no increase in contract costs incurred by the Government. Any difficulties that may exist will be overcome with normal emphasis and monitoring.